



## Marysville City Council Work Session

May 7, 2018

7:00 p.m.

City Hall

Sales Tax and Approve a Management Reserve of \$24,516.80 for a Total Allocation of \$230,000.00.

### Public Hearings

### New Business

8. Consider the Interlocal Agreement between the City of Lake Stevens and the City of Marysville for Outdoor Video Services.

9. Consider the Amendment of Utility Easement with Grace Academy.

10. Consider both the "Release of Easement" Rescinding the 60-foot Easement Recorded under AFN 200410040255, and the 20-foot Ingress, Egress, and Utilities Replacement Easement; said documents are to be Recorded Concurrently with the Preliminary Boundary Line Adjustment.

11. Consider the Professional Services Agreement with HDR Engineering, Inc., in the Amount of \$999,165.63 for Engineering Services to Develop 30% Design Documents for the Widening of 88<sup>th</sup> St NE, between State Ave and 67<sup>th</sup> Ave NE.

12. Consider an **Ordinance** Affirming the Planning Commission's Recommendation Adopting Amendments to the Marysville Municipal Code Sections 22C.010.280, 22C.160.140, 22C.160.170, 22C.180.020, 22C.180.030, 22D.020.040, 22G.060.090, 22G.080.020, 22G.080.030, and 22G.100.040.

13. Consider an **Ordinance** Adopting the Amendments to Chapter 6.06 of the Municipal Code.

14. Consider an **Ordinance** Adopting RCW 7.94.120 by Reference and Reflecting the Recodification of Crimes Relating to Firearms.

15. Consider an **Ordinance** Relating to Contracting Indebtedness; Providing for the Issuance, Sale and Delivery of One or More Series of Limited Tax General Obligation Bonds in the Aggregate Principal Amount not to Exceed \$12,600,000 to Provide Funds Necessary to Pay or Reimburse Costs of Designing and Constructing Transportation Improvements, including the 1<sup>st</sup> Street Bypass, and other Capital Improvements within the City; Fixing or Setting Parameters with Respect to Certain Terms and Covenants of the Bonds; Appointing the City's Designated Representative to Approve the Final Terms of the Sale of the Bonds; Creating a Special Fund for the Payment of the Bonds; and Providing for other Related Matters.

### Legal

### Mayor's Business

*Work Sessions are for City Council study and orientation – Public Input will be received at the May 14, 2018 City Council meeting.*

**Marysville City Council Work Session****May 7, 2018****7:00 p.m.****City Hall****Staff Business****Call on Councilmembers****Adjournment/Recess****Executive Session**

- A. Litigation
- B. Personnel
- C. Real Estate

**Reconvene****Adjournment**

**Special Accommodations:** The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact the City Clerk's office at (360) 363-8000 or 1-800-833-6384 (Voice Relay), 1-800-833-6388 (TDD Relay) two days prior to the meeting date if any special accommodations are needed for this meeting.

A



## PROCLAMATION

### Declaring Crosswalk Safety Month in Marysville

WHEREAS, pedestrians - people who travel by foot, wheelchair, stroller or similar means - are among the most vulnerable users of the road; and

WHEREAS, about 430 people in our country are sent to hospital emergency rooms for traffic-related pedestrian injuries each day, and 12 of them die from those injuries; and

WHEREAS, 5,376 pedestrians were killed in traffic deaths in the U.S. in 2015, and another 129,000 were treated in emergency departments for non-fatal injuries; and

WHEREAS, pedestrians are 1.5 times more likely than vehicle occupants to be killed in a car crash; and

WHEREAS, teens and young adults ages 15-29 are more likely to be treated for crash-related pedestrian injuries than other age groups; and

WHEREAS, children are at even greater risk of pedestrian injury or death due to their small size, inability to judge vehicle distances and speeds, and lack of experience with traffic rules; and

WHEREAS, in 2015, one in every five children age 14 and under who were killed in traffic crashes were pedestrians; and

WHEREAS, in the City of Marysville alone, 36 collisions involving vehicles and pedestrians or bicyclists were reported in 2016, the most recent year for which statistics are available; and

WHEREAS, in the interest of public safety and a healthy community, the City aims to reduce the number of vehicle-pedestrian collisions in Marysville;

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim May 2018 as

### CROSSWALK SAFETY MONTH

in the City of Marysville. I encourage all drivers, pedestrians, residents and visitors to learn about crosswalk safety during the month of May and to improve our community's health and safety by exercising caution at intersections and crosswalks year-round.

Under my hand and seal this seventh day of May, 2018.

THE CITY OF MARYSVILLE

*Jon Nehring, Mayor*

# *Index #1*

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
Excuse the absence of Councilmember Stevens	Approved
<b>Approval of the Agenda</b>	Approved
<b>Committee Reports</b>	
<b>Presentations</b>	
Jim Brennick and Daryl Brennick Aerial Photo Presentation	Presented
Marysville Sno-Isle Library Levy Presentation	Presented
Proclamation: Declaring April 12, 2018 as Holocaust Day of Remembrance in Marysville	Presented
<b>Audience Participation</b>	
<b>Approval of Minutes</b>	
<b>Consent Agenda</b>	
Approval of the March 14, 2018 Claims in the Amount of \$1,888,446.20 Paid by EFT Transactions and Check Numbers 123222 through 123425 with Check Numbers 116981 and 123003 Voided.	Approved
Approval of the March 21, 2018 Claims in the Amount of \$876,897.71 Paid by EFT Transactions and Check Numbers 123426 through 123584 with Check Numbers 123232, 123276, 123296 and 123316 Voided.	Approved
Approval of the March 20, 2018 Payroll in the Amount of \$1,240,989.16 Paid by EFT Transactions and Check Numbers 31423 through 31446.	Approved
Approval of the March 28, 2018 Claims in the Amount of \$628,827.11 Paid by EFT Transactions and Check Numbers 123585 through 123697 with Check Numbers 118380 and 121379 Voided.	Approved
Consider the Interlocal Agreement with Snohomish County for the Human Services Grant to Use towards Senior Center Projects.	Approved
Consider Extending Both Leases with Everett Gospel Mission for Marysville Extended Shelter Home Services to July 31, 2018.	Approved
<b>Review Bids</b>	
<b>Public Hearings</b>	
<b>New Business</b>	
Consider an Ordinance Amending Sections 6.76.090 and 4.02.040 of the Marysville Municipal Code Setting Penalties for Noise Violations.	Approved Ordinance No. 3091
Consider a Resolution for the Submission to the Voters of the City at the August 7, 2018, Primary Election, of a Proposition Authorizing a Sales and Use Tax at the Rate of One-Tenth of One Percent Pursuant to RCW 82.14.450 to be used for Criminal Justice Purposes.	Approved Resolution No. 2441
Consider an Ordinance Amending Title 6 of the Municipal Code, Adding Definitions, and Eliminating Conflicting Provisions.	Approved Ordinance No. 3092
Consider Approving the Human Resources Manager Pay Classification, Establishing the Position at Pay Code M122, and Eliminating the Director Position at Pay 124.	Approved
<b>Legal</b>	
<b>Mayor's Business</b>	
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	

<b>Adjournment</b>	7:54 p.m.
--------------------	-----------



COUNCIL*DRAFT*  
MINUTES

**Regular Meeting**  
April 9, 2018

**Call to Order / Pledge of Allegiance**

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance. Pastor Greg Kanehen gave the invocation.

**Roll Call**

Chief Administrative Officer Hirashima gave the roll call. The following staff and councilmembers were in attendance.

**Mayor:** Jon Nehring

**Council:** Mark James, Tom King, Steve Muller, Kamille Norton (President), Rob Toyer, and Jeff Vaughan

**Absent:** Michael Stevens

**Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Parks Director Jim Ballew, Community Development Director Dave Koenig, Fire Chief Martin McFalls, and Recording Secretary Laurie Hugdahl.

**Motion** made by Councilmember Norton, seconded by Councilmember King, to excuse the absence of Councilmember Stevens. **Motion** passed unanimously (6-0).

**Motion** made by Councilmember King, seconded by Councilmember James, to approve the agenda. **Motion** passed unanimously (6-0).

**Committee Reports**

Councilmember King reported on the LEOFF board meeting last week where they approved claims that were presented.

**Presentations**

*DRAFT*

A. Jim Brennick and Daryl Brennick Aerial Photo Presentation

Former Mayor Councilmember Jim Brennick and former Mayor Daryl Brennick presented to the City an aerial photo taken of Marysville by Daryl Brennick in 1982.

B. Marysville Sno-Isle Library Levy Presentation

Eric Spencer made a presentation on the continued success of the Marysville Library and urging support of the Marysville Sno-Isle Library Levy.

C. Proclamation: Declaring April 12, 2018 as Holocaust Day of Remembrance in Marysville

Mayor Nehring read a proclamation declaring April 12, 2018 as Holocaust Day of Remembrance in Marysville and encouraging all residents of Marysville to work to promote human dignity and confront hate whenever and wherever it occurs.

### **Audience Participation**

Robert Pearce, 5417 80<sup>th</sup> Avenue NE, Marysville, WA 98270, spoke in opposition to needle exchange programs. He also spoke on the continued success of the Marysville Library. He urged the city not to withhold funding to the Health District. He presented a letter with his opinions and some requested Council actions for their information. He also referred to item 8 regarding the Sales and Use Tax, and expressed concern about a potential typo about the amount in The Globe. He also urged support for the library levy.

Jack Blackwell, 5900 64<sup>th</sup> Street NE #162, Marysville, WA 98270 spoke against increasing jail space and against using a jail as an income source. Regarding fireworks enforcement, he urged the city to be stronger with enforcement of fireworks that are already illegal by the state. Mayor Nehring responded and explained that the City contracts with other cities for jail services, but it is not a profit center. They only cover their costs. Chief Smith discussed police enforcement efforts related to fireworks.

### **Approval of Minutes**

#### **Consent**

1. Approval of the March 14, 2018 Claims in the Amount of \$1,888,446.20 Paid by EFT Transactions and Check Numbers 123222 through 123425 with Check Numbers 116981 and 123003 Voided.
2. Approval of the March 21, 2018 Claims in the Amount of \$876,897.71 Paid by EFT Transactions and Check Numbers 123426 through 123584 with Check Numbers 123232, 123276, 123296 and 123316 Voided.

*DRAFT*

3. Approval of the March 20, 2018 Payroll in the Amount of \$1,240,989.16 Paid by EFT Transactions and Check Numbers 31423 through 31446.
4. Approval of the March 28, 2018 Claims in the Amount of \$628,827.11 Paid by EFT Transactions and Check Numbers 123585 through 123697 with Check Numbers 118380 and 121379 Voided.
6. Consider the Interlocal Agreement with Snohomish County for the Human Services Grant to Use towards Senior Center Projects.
10. Consider Extending Both Leases with Everett Gospel Mission for Marysville Extended Shelter Home Services to July 31, 2018.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Toyer, to approve Consent Agenda 1-4, 6, and 10. **Motion** passed unanimously (6-0).

### **Review Bids**

### **Public Hearings**

### **New Business**

7. Consider an Ordinance Amending Sections 6.76.090 and 4.02.040 of the Marysville Municipal Code Setting Penalties for Noise Violations.

City Attorney Walker explained that this would make the noise violations more uniform.

**Motion** made by Councilmember Vaughan, seconded by Councilmember King, to approve Ordinance No. 3091. **Motion** passed unanimously (6-0).

8. Consider a Resolution for the Submission to the Voters of the City at the August 7, 2018, Primary Election, of a Proposition Authorizing a Sales and Use Tax at the Rate of One-Tenth of One Percent Pursuant to RCW 82.14.450 to be used for Criminal Justice Purposes.

CAO Hirashima stated that this would put the measure on the ballot for the public to decide. There will be a communication plan as they proceed to make sure voters understand what this is about.

**Motion** made by Councilmember Muller, seconded by Councilmember Toyer, to approve Resolution No. 2441. **Motion** passed unanimously (6-0).

9. Consider an Ordinance Amending Title 6 of the Municipal Code, Adding Definitions, and Eliminating Conflicting Provisions.

City Attorney Walker explained that this is just a housekeeping ordinance.

**Motion** made by Councilmember Norton, seconded by Councilmember Muller, to approve Ordinance No. 3092. **Motion** passed unanimously (6-0).

11. Consider Approving the Human Resources Manager Pay Classification, Establishing the Position at Pay Code M122, and Eliminating the Director Position at Pay M124.

CAO Hirashima reviewed this item and explained the justification for the change

**Motion** made by Councilmember Norton, seconded by Councilmember Toyer, to approve the Human Resources Manager Pay Classification, Establishing the Position at Pay Code M122, and Eliminating the Director Position at Pay M124. **Motion** passed unanimously (6-0).

## Legal

### Mayor's Business

Mayor Nehring had the following comments:

- He attended a good event last Wednesday at the MIC Subarea Kickoff. He was impressed by the number of people who attended. He commended staff for their great work.
- He attended an infrastructure roundtable with Congressman Larsen last week.
- Executive Somers' team that is working on getting the new aircraft at Boeing has developed a sub-team to incorporate the Manufacturing Industrial Center into that proposal.

### Staff Business

Chief Smith echoed the Mayor's comments and noted the jail is not in the business to make money. They partner with other jurisdictions to support them, but not to make money.

Sandy Langdon had no comments.

Jon Walker had no comments.

Dave Koenig reported on the recent MIC meeting. Staff was happy with the turnout at the MIC meeting. There has been a lot of interest about it.

Chief McFalls stated that he had responded to Mr. Blackwell's comments and explained to him the progress that the City has made with regard to the fireworks issue. He also responded to him about his concerns about the jails, noting that this is not a new jail; it's a replacement jail. He also explained that this not a money-making venture.

Jim Ballew:

- He and his staff spent time with Congressman's Larsen's aid today to talk about grants that the City has in motion and other federal support options.
- The Opera House has a very ambitious schedule over the next two months.
- The Fishing Derby is coming up soon.

Kevin Nielsen:

- He commended Connie Mennie for doing a great job keeping the website current with events such as intersection improvements, the Shredathon, and the Clean Sweep event.
- He also reported on Congressman Larsen's round table and noted that Senator Hobbs, who is Chair of the Transportation Committee, was also there. Senator Hobbs has been very supportive of Marysville.

### **Call on Councilmembers**

Jeff Vaughan:

- He appreciated having former Mayor Brennick and former Councilmember Brennick at the meeting. He appreciated their remarks and concurred with the things that make Marysville great.
- He also appreciated Mr. Pearce's comments and letter.

Mark James:

- Thanks to staff for responding to questions he has had and directing him to the right staff.
- He wished Greg Kanehen and his wife Happy Anniversary.

Tom King:

- He reported on the MIC meeting last week which had a great crowd.
- Last Saturday the float went to parades in Tacoma, Puyallup, Sumner and Orting.

Rob Toyer had no comments.

Steve Muller had no comments.

Kamille Norton had no comments.

### **Adjournment**

The meeting was adjourned at 7:54 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

---

Mayor  
Jon Nehring

# *Index #2*

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
excuse the absence of Councilmember Vaughan	Approved
<b>Approval of the Agenda</b>	Approved
<b>Committee Reports</b>	
<b>Presentations</b>	
Officer Swearing-in	Presented
Volunteer Appreciation Awards	Presented
Snohomish County Opioid Response Multi-Agency Coordination (MAC) Group Presentation	Presented
<b>Audience Participation</b>	
<b>Approval of Minutes</b>	
Approval of the February 26, 2018 City Council Meeting Minutes.	Approved
Approval of the March 26, 2018 City Council Meeting Minutes.	Approved
Approval of the April 2, 2018 City Council Work Session Minutes.	Approved
<b>Consent Agenda</b>	
Approval of the April 5, 2018 Payroll in the Amount of \$1,894,419.78 Paid by EFT Transactions and Check Numbers 31447 through 31474	Approved
Approval of the April 4, 2018 Claims in the Amount of \$4,568,148.09 Paid by EFT Transactions and Check Numbers 123698 through 123823 with Check Numbers 123482 and 123273 Voided	Approved
Approval of the April 11, 2018 Claims in the Amount of \$910,470.98 Paid by EFT Transactions and Check Numbers 123824 through 124004 with Check Numbers 123755, 114473, 116200, 123256 and 123743 Voided	Approved
Approval of the April 18, 2018 Claims in the Amount of \$1,207,683.33 Paid by EFT Transactions and Check Numbers 124005 through 124143	Approved
<b>Review Bids</b>	
Consider Awarding the Bid for the Edward Springs Reservoir Floating Cover Replacement Contract to Layfield USA in the Amount of \$738,734.65 including Washington State Sales Tax and Approve a Management Reserve of \$36,936.73, for a Total Allocation of \$812,608.12.	Approved
<b>Public Hearings</b>	
<b>New Business</b>	
Consider Approving the First Amendment to Site Lease With Option with T-Mobile West Tower LLC	Approved
Consider Approving the Interagency Agreement (IAA) with the Department of Ecology for Grant Funding in the Amount of \$102,325	Approved
Consider Approving the Professional Services Agreement with Kennedy/Jenks Consultants, Inc. in the Amount of \$100,750 for Consulting Services Associated with the Former Interfor Pacific Site	Approved
Consider Approving the Increase in Hours for the NPDES Coordinator Position from a 0.50 FTE to a 0.75 FTE	Approved
Consider Approving the Local Agency Federal Aid Project Prospectus and Local Agency Funding Agreement with WSDOT thereby Securing Funding for the Sunnyside Overlay Project	Approved



Consider Approving the Agreement with the Recreation Conservation office for the Olympic View Park Grant for \$500,000	Approved
Consider Approving the Interlocal Agreement with Snohomish County Human Services Department for Law Enforcement Embedded Social Worker Services	Approved
<b>Legal</b>	
<b>Mayor's Business</b>	
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	
<b>Adjournment</b>	8:32 p.m.
<b>Reconvenement</b>	8:45 p.m.
<b>Executive Session</b>	8:45 p.m.
<b>Litigation – one item with action taken</b>	Approved
<b>Real Estate – two items with action taken</b>	Approved
<b>Adjournment</b>	9:00 p.m.

COUNCIL*DRAFT*  
MINUTES

**Regular Meeting**  
April 23, 2018

**Call to Order / Pledge of Allegiance**

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance. Rick Thiessen from Allen Creek Community Church gave the invocation.

**Roll Call**

Chief Administrative Officer Hirashima gave the roll call. The following staff and councilmembers were in attendance.

**Mayor:** Jon Nehring

**Council:** Mark James, Tom King, Steve Muller, Kamille Norton (President), Michael Stevens, Rob Toyer

**Absent:** Jeff Vaughan

**Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Parks Director Jim Ballew, Community Development Director Dave Koenig, Fire Chief Martin McFalls, and Recording Secretary Laurie Hugdahl.

**Motion** made by Councilmember Toyer, seconded by Councilmember Stevens, to excuse the absence of Councilmember Vaughan. **Motion** passed unanimously (6-0).

Mayor Nehring asked to add Volunteer of the Month to the agenda between Presentation items A and B.

**Motion** made by Councilmember Norton seconded by Councilmember Toyer, to approve the agenda as revised. **Motion** passed unanimously (6-0).

**Committee Reports**

Councilmember James:

- Park Board met and discussed the future of the Park Board Foundation. New officers will be picked and the board will become more active. Director Ballew gave an update on capital projects and discussed the golf course annual report.
- EMS Committee met and approved the billing.
- The Fire Board met and got an update on the two new fire trucks. These will be christened next month.

## **Presentations**

### **A. Officer Swearing-in**

Chief Smith introduced Custody Officer Daniel Schmidt and Mayor Nehring swore him in.

### **Volunteer Appreciation Awards**

Mayor Nehring presented volunteer appreciation awards to Renee Bigwarfe and Betty White for their contributions and volunteer work with the youth in our community at Marysville Middle School.

### **B. Snohomish County Opioid Response Multi-Agency Coordination (MAC) Group Presentation**

County Executive Dave Somers introduced a presentation regarding the Snohomish County Opioid Response MAC (Multiagency Coordination) Group.

Jason Bierman, Director of Emergency Management, made a PowerPoint presentation with data regarding the opioid epidemic in Snohomish County and the purpose of the MAC group. He explained they are approaching this as they do with other emergencies and disaster response procedures.

Alessandra Durham, Executive Assistant, gave a presentation regarding some key objectives and areas of progress so far including: adding to the data toolbox, increasing access to Naloxone and Narcan countywide, expanding the Office of Neighborhoods through collaboration with Human Services and Sheriff's Office, preparing to open the Diversion Center, beginning Targeted Outreach and Training for providers and prescribers, providing options for residents to keep prescriptions safe, and connecting community to treatment providers and resources, and creation of a new one-stop resource portal. She also explained options for cities to get involved.

Councilmember Muller asked if there is an advocacy component to MAC such as putting pressure on legislature to make prescribed opioids or narcotics come with their own prescription lock bag automatically. Mr. Bierman replied that there is. He explained some of policy issues they are looking at. Executive Somers explained they have not formalized any policy actions yet as they are still early in their work. Alessandra commented on successes gained as a result of the partnership with the North County

Mayors who identified opioid-related issues in the last session. Councilmember Muller asked if they are tracking the entrance into this problem.

Heather Thomas, Snohomish Health District, explained that thanks to this work they have much more information about the problem. They are starting to see age ranges and locations about where it's coming from and where they overdose. Alessandra added that the pathway into this problem varies. There appear to be various channels.

Moving forward, the goals are to: get age-appropriate opioid curriculum in the schools, expanding needle clean-up kid pick-up and drop-off locations, compiling information to develop a data dashboard, building healthy, resilient families to break the cycle, leveraging community paramedics, realigning first-aid to match the threats to modern society, repeating the 7-day Point in Time, and improving outreach and education resources

### **Audience Participation**

Paula Pugh, 11718 56<sup>th</sup> Avenue NE, Marysville, WA 98271, thanked the City for hosting the Marysville Farmers Market in the City Hall parking lot which has allowed her business to thrive and to have time to volunteer in the community. She also thanked the Mayor for his interview and article about downtown 3<sup>rd</sup> Street.

Zoe Wlazlak, 6110 64<sup>th</sup> Street NE, Apt. E303, Marysville, WA, Director of Marysville Emergency Cold Weather Shelter, discussed the recent end of funding for Marysville Crisis Support Services. This is an organization that provides Marysville citizens with emotional and psychological support during times of crisis and also provides first responders with onsite crisis support and counseling. Marysville Crisis Support Services, led by Greg Kanehen, is an extremely valuable resource in the community. She discussed benefits to the City for supporting this effort and encouraged the City to consider allocating \$100,000 to this program in the budget.

### **Approval of Minutes**

1. Approval of the February 26, 2018 City Council Meeting Minutes.

**Motion** made by Councilmember King, seconded by Councilmember James, to approve the February 26, 2018 City Council Meeting Minutes. **Motion** passed unanimously (6-0).

2. Approval of the March 26, 2018 City Council Meeting Minutes.

**Motion** made by Councilmember Stevens, seconded by Councilmember King, to approve the March 26, 2018 City Council Meeting Minutes. **Motion** passed unanimously (6-0).

3. Approval of the April 2, 2018 City Council Work Session Minutes.

Councilmember Norton noted she would be abstaining as she was not at the meeting.

**Motion** made by Councilmember Muller, seconded by Councilmember James, to approve the April 2, 2018 City Council Work Session Minutes. **Motion** passed unanimously (5-0) with Councilmember Norton abstaining.

### **Consent**

4. Approval of the April 5, 2018 Payroll in the Amount of \$1,894,419.78 Paid by EFT Transactions and Check Numbers 31447 through 31474.
13. Approval of the April 4, 2018 Claims in the Amount of \$4,568,148.09 Paid by EFT Transactions and Check Numbers 123698 through 123823 with Check Numbers 123482 and 123273 Voided.
14. Approval of the April 11, 2018 Claims in the Amount of \$910,470.98 Paid by EFT Transactions and Check Numbers 123824 through 124004 with Check Numbers 123755, 114473, 116200, 123256 and 123743 Voided.
15. Approval of the April 18, 2018 Claims in the Amount of \$1,207,683.33 Paid by EFT Transactions and Check Numbers 124005 through 124143.

**Motion** made by Councilmember Toyer, seconded by Councilmember Norton, to approve Consent Agenda items 4, 13, 14, and 15. **Motion** passed unanimously (6-0).

### **Review Bids**

5. Consider Awarding the Bid for the Edward Springs Reservoir Floating Cover Replacement Contract to Layfield USA in the Amount of \$738,734.65 including Washington State Sales Tax and Approve a Management Reserve of \$36,936.73, for a Total Allocation of \$812,608.12.

Director Nielsen reviewed this item.

**Motion** made by Councilmember Norton, seconded by Councilmember Muller, to authorize the Mayor to sign and execute the contract for the Edward Springs Reservoir Floating Cover Replacement Contract with Layfield USA in the Amount of \$738,734.65 including Washington State Sales Tax and approve a Management Reserve of \$36,936.73, for a total allocation of \$812,608.12. **Motion** passed unanimously (6-0).

### **Public Hearings**

### **New Business**

6. Consider Approving the First Amendment to Site Lease With Option with T-Mobile West Tower LLC.

*DRAFT*

Director Nielsen reviewed this lease agreement which T-Mobile which was negotiated by Asst. Public Works Director Kari Chennault with very favorable terms.

**Motion** made by Councilmember Muller, seconded by Councilmember King, to approve the First Amendment to Site Lease With Option with T-Mobile West Tower LLC. **Motion** passed unanimously (6-0).

7. Consider Approving the Interagency Agreement (IAA) with the Department of Ecology for Grant Funding in the Amount of \$102,325.

Director Nielsen explained that this is money the City will be receiving from DOE for a grant. The next item on the agenda will be what the money will be used for.

**Motion** made by Councilmember King, seconded by Councilmember James, to authorize the Mayor to sign the Interagency Agreement (IAA) with the Department of Ecology for Grant Funding in the Amount of \$102,325. **Motion** passed unanimously (6-0).

8. Consider Approving the Professional Services Agreement with Kennedy/Jenks Consultants, Inc. in the Amount of \$100,750 for Consulting Services Associated with the Former Interfor Pacific Site.

Director Nielsen explained that this is what the above money will be used for. He thanked City Attorney Walker for his work on these items.

**Motion** made by Councilmember James, seconded by Councilmember Stevens, to authorize the Mayor to sign the Professional Services Agreement with Kennedy/Jenks Consultants, Inc. in the Amount of \$100,750 for Consulting Services Associated with the Former Interfor Pacific Site. **Motion** passed unanimously (6-0).

9. Consider Approving the Increase in Hours for the NPDES Coordinator Position from a 0.50 FTE to a 0.75 FTE.

Director Nielsen reviewed this item.

**Motion** made by Councilmember King, seconded by Councilmember Muller, to approve the increase in hours for the NPDES Coordinator Position from a 0.50 FTE to a 0.75 FTE. **Motion** passed unanimously (6-0).

10. Consider Approving the Local Agency Federal Aid Project Prospectus and Local Agency Funding Agreement with WSDOT thereby Securing Funding for the Sunnyside Overlay Project.

Director Nielsen reviewed this item. A prospectus is required in order to receive federal funds.

*DRAFT*

**Motion** made by Councilmember Norton, seconded by Councilmember Toyer, to authorize the Mayor to sign the Local Agency Federal Aid Project Prospectus and Local Agency Funding Agreement with WSDOT thereby Securing Funding for the Sunnyside Overlay Project. **Motion** passed unanimously (6-0).

11. Consider Approving the Agreement with the Recreation Conservation office for the Olympic View Park Grant for \$500,000.

Director Ballew explained that the City received funding support from the Washington Wildlife Recreation Program for the Olympic View Park.

**Motion** made by Councilmember James, seconded by Councilmember King, to authorize the Mayor to sign the Agreement with the Recreation Conservation office for the Olympic View Park Grant for \$500,000. **Motion** passed unanimously (6-0).

12. Consider Approving the Interlocal Agreement with Snohomish County Human Services Department for Law Enforcement Embedded Social Worker Services.

City Attorney Walker explained that the County had adjusted the numbers for the Interlocal so it was necessary to change those.

**Motion** made by Councilmember Norton, seconded by Councilmember Toyer, to approve the Interlocal Agreement with Snohomish County Human Services Department for Law Enforcement Embedded Social Worker Services. **Motion** passed unanimously (6-0).

## Legal

### Mayor's Business

- Mayor Nehring noted that Councilmember Vaughan had asked him to inform the Council that Donna Wright received a lifetime achievement at the last Health District meeting for her many years of service on the Health Board. Councilmember Vaughan will continue to keep the Council apprised of the needle exchange situation.
- There were a couple of ribbon-cuttings last week: Life Impact Chiropractic and Whistle Stop Sweet Shop.
- He and Councilmember Norton attended a school district event on Saturday regarding future plans for facilities.
- He attended the Marysville Community Lunch event last Saturday where those who served through the year with Marysville Community Lunch were honored.

### Staff Business

Chief Smith:

- Thanks to Council for approving the embedded social worker. Thanks to Gloria for securing the flex fund for the county to support the recovery of people.
- The Byrne grant was released.
- He thanked Zoe for calling first responders superheroes. He expressed appreciation for the work that the chaplains do.
- There will be a Public Safety Committee meeting next week, and they will have a presentation from Marysville Area Crisis Support.
- He appreciates the opioid work that the County is doing. He commented that the City is instrumental in this also because they are involved in the mapping of overdoses. Police has also been doing the naloxone treatment when necessary. Both of those are response-oriented. He commented that studies done in 2015 may not actually capture what is going on today. He thinks it is important to not just focus on heroin, but all drugs because other drugs are also causing problems. Code enforcement, patrol, NITE team and property crimes unit continue to remain very active in addressing drug-related crimes. He spoke to the importance of using a holistic approach to truly address this issue and change the tide.

Sandy Langdon had no comments.

Jon Walker stated the need for an Executive Session to address three items including two items regarding the acquisition or purchase of real estate and one regarding pending litigation with action expected on all three and expected to last 15 minutes.

Chief McFalls:

- He met the embedded social worker team last week. He thinks this is a strong force that will really make a difference.
- He thanked Zoe for her words regarding crisis support.
- Two paramedic firefighters graduated from North Bend on Friday. Three more firefighters will graduate in June.

Jim Ballew:

- 210 super heroes and their moms attended the superhero event.
- He explained that facilities rentals are at 98% of capacity for rentals for 2018.
- May 5 is the Fishing Derby. Thanks to the Kiwanis Club in advance for the breakfast and Snohomish County Steelhead Association for the fish.

Kevin Nielsen:

- He reported on successful Earth Day activities.
- Clean Sweep is this weekend from 9-2 and the Shredathon is from 9-12.
- Public Works Committee Meeting on the first Friday in May.
- Traffic circles are going in on 2<sup>nd</sup> Street in preparation for the 1<sup>st</sup> Street bypass.

Gloria Hirashima had no comments.

## **Call on Councilmembers**



Mark James attended the poverty class and found it very thought provoking.

Tom King:

- He attended the State of the Station at Naval Station Everett.
- He attended the ribbon cutting at the Whistle Stop.
- The super hero dance was a great time.
- He attended Ray Hancock's memorial on Saturday. Chief McFalls did a wonderful job with the eulogy.

Michael Stevens had no comments.

Rob Toyer had no comments

Steve Muller:

- The Whistle Stop Sweet Shop is more than just a candy shop. They also have food, online sales, and distribution at hotels.
- The Historical Society had their tea which was completely sold out. They hired an event coordinator who will be helping with events.

Kamille Norton:

- She attended the Poverty 101 Class. Thanks to Tara for making that happen.
- The Donna Wright Municipal Award was named after her so all future recipients will be receiving that award.
- Thanks to Zoe for speaking on behalf of superheroes. The Public Safety Committee will be meeting with Greg and discussing possible options and will get back to Council with any recommendations they might have.
- Dream Big 2.0 with the school district had a lot of very strong and competing interests. It was great that they wanted to hear from the public.

## **Adjournment**

Council recessed at 8:32 p.m. for 13 minutes before reconvening into Executive Session.

## **Reconvenement**

Council reconvened at 8:45 p.m. into Executive Session to address three items including two items regarding the acquisition or purchase of real estate and one regarding pending litigation with action expected on all three and expected to last 15 minutes.

## **Executive Session**

A. Litigation – one item

*DRAFT*

B. Personnel

C. Real Estate – two items

**Motion** made by Councilmember Muller, seconded by Councilmember Toyer, to authorize the Mayor to sign a purchase and sale contract with Erich and Denise Furrer to purchase 1331 7<sup>th</sup> Street for \$255,000.00 and \$2,500 to defray moving expenses and to utilize eminent domain if unable to complete the purchase. **Motion** passed unanimously (6-0).

**Motion** made by Councilmember Muller, seconded by Councilmember Stevens, to authorize the Mayor to sign a purchase and sale contract with James and Pamela Seaver and James and Vicki Russell to purchase three parcels – 00518500100300, 0518500101400, and 0578500101700 for \$362,775.00 and to utilize eminent domain if unable to complete the purchase. **Motion** passed unanimously (6-0).

**Motion** made by Councilmember Muller, seconded by Councilmember Norton, to authorize the Mayor to sign any settlement agreement in Soren v. Marysville and to issue payment in the amount of \$60,000.00 in settlement. **Motion** passed unanimously (6-0).

### **Adjournment**

The meeting was adjourned at 9:00 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
 Mayor  
 Jon Nehring

# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 14, 2018**

AGENDA ITEM: Payroll	AGENDA SECTION:	
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:	
ATTACHMENTS:	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the April 20, 2018 payroll in the amount \$1,056,496.45, paid by EFT Transactions and Check No.'s 31475 through 31498.

**COUNCIL ACTION:**

# *Index #4*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 14, 2018**

AGENDA ITEM: Claims	AGENDA SECTION:	
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:	
ATTACHMENTS: Claims Listings	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Please see attached.

<p>RECOMMENDED ACTION:</p> <p><b>The Finance and Executive Departments recommend City Council approve the April 25, 2018 claims in the amount of \$763,006.73 paid by EFT transactions and Check No. 124144 through 124328 with Check No.'s 117971, 124028 &amp; 124071 voided.</b></p> <p>COUNCIL ACTION:</p>
--

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-4**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$763,006.73 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 124144 THROUGH 124328 WITH CHECK NO.'S 117971, 124028 & 124071 VOIDED.** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

\_\_\_\_\_  
AUDITING OFFICER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **14<sup>th</sup> DAY OF MAY 2018.**

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/19/2018 TO 4/25/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
124144	LICENSING, DEPT OF	STATE DEALER LICENSE-MARLO SAL	GENERAL FUND	125.00
124145	LICENSING, DEPT OF	CPL BATCH 4/24/18	GENERAL FUND	417.00
124146	LICENSING, DEPT OF		GENERAL FUND	549.00
124147	LICENSING, DEPT OF		GENERAL FUND	453.00
124148	REVENUE, DEPT OF	TAXES-MARCH 2018	CITY CLERK	0.05
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-	1.84
	REVENUE, DEPT OF		RECREATION SERVICES	33.29
	REVENUE, DEPT OF		POLICE ADMINISTRATION	45.99
	REVENUE, DEPT OF		INFORMATION SERVICES	50.64
	REVENUE, DEPT OF		CITY STREETS	57.05
	REVENUE, DEPT OF		ER&R	69.61
	REVENUE, DEPT OF		GOLF ADMINISTRATION	255.73
	REVENUE, DEPT OF		GENERAL FUND	797.86
	REVENUE, DEPT OF		WATER/SEWER OPERATION	1,194.46
	REVENUE, DEPT OF		GOLF COURSE	4,849.84
	REVENUE, DEPT OF		STORM DRAINAGE	5,123.90
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	21,361.43
	REVENUE, DEPT OF		UTIL ADMIN	57,947.82
124149	ADVANCE AUTOPARTS	SPARK PLUGS-#P159	EQUIPMENT RENTAL	18.85
124150	AMERICAN FOREST MNGM	ARBORIST REPORT	STORM DRAINAGE	381.00
	AMERICAN FOREST MNGM	ARBORIST SERVICES	STORM DRAINAGE	1,400.00
124151	AMERICAN RED CROSS	CLASS	EXECUTIVE ADMIN	108.00
124152	AMERICAN SOCCER COMP	SOCCER SUPPLIES	RECREATION SERVICES	569.66
124153	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		EQUIPMENT RENTAL	70.75
124154	ARLINGTON, CITY OF	SURFACE WATER REV BILLING	WATER/SEWER OPERATION	30,030.78
124155	BANK OF AMERICA	SUPPLY REIMBURSEMENT	GENERAL FUND	-3.79
	BANK OF AMERICA		POLICE PATROL	45.37
124156	BANK OF AMERICA	EMBEDDED SOCIAL WORKER PROGRAM	EMBEDDED SOCIAL WORKER	307.92
124157	BANK OF AMERICA	MEAL/SUPPLY REIMBURSEMENT	PARK & RECREATION FAC	18.64
	BANK OF AMERICA		PARK & RECREATION FAC	199.00
	BANK OF AMERICA		OPERA HOUSE	449.99
124158	BANK OF AMERICA	TRAVEL REIMBURSEMENT	EXECUTIVE ADMIN	18.00
	BANK OF AMERICA		EXECUTIVE ADMIN	189.63
	BANK OF AMERICA		CITY COUNCIL	550.55
124159	BANK OF AMERICA		POLICE INVESTIGATION	964.20
124160	BANK OF AMERICA	REGISTRATION REIMBURSEMENT	SOLID WASTE OPERATIONS	975.00
124161	BANK OF AMERICA	TRAVEL REIMBURSEMENT	GENERAL FUND	-82.06
	BANK OF AMERICA		POLICE PATROL	12.81
	BANK OF AMERICA		POLICE PATROL	37.48
	BANK OF AMERICA		POLICE PATROL	86.78
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	946.31
124162	BANK OF AMERICA		POLICE INVESTIGATION	1,129.80
124163	BANK OF AMERICA	SUPPLY REIMBURSEMENT	GENERAL FUND	-119.74
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	1,435.54
124164	BANK OF AMERICA	TRAVEL REIMBURSEMENT	GENERAL FUND	-77.19
	BANK OF AMERICA		POLICE ADMINISTRATION	13.71
	BANK OF AMERICA		K9 PROGRAM	126.01
	BANK OF AMERICA		DETENTION & CORRECTION	1,258.22
124165	BANK OF AMERICA	REGISTRATION/TRAVEL REIMBURSEM	UTIL ADMIN	50.17
	BANK OF AMERICA		TRAINING	50.19
	BANK OF AMERICA		UTIL ADMIN	650.00
	BANK OF AMERICA		UTIL ADMIN	736.82
124166	BANK OF AMERICA	TRAVEL/TRAINING REIMBURSEMENT	YOUTH SERVICES	393.46
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	2,352.00
124167	BANNER BANK	RETAINAGE ON PAY EST #3	SURFACE WATER CAPITAL PF	2,083.31
124168	BARE, ROGER & IRENE	UB REFUND	WATER/SEWER OPERATION	198.73



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/19/2018 TO 4/25/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
124169	BERK CONSULTING INC.	SUBAREA PLAN 2018	COMMUNITY DEVELOPMENT-	5,799.36
124170	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	2,085.46
124171	BMI	LICENSE FEE	RECREATION SERVICES	349.00
124172	CADMAN MATERIALS INC	152ND ST REPAIR	ROADWAY MAINTENANCE	661.03
124173	CASCADE COLUMBIA	4,400 GAL POLY ALUM CHLORIDE	WASTE WATER TREATMENT F	12,643.60
124174	CASCADE RECREATION	INCLUSIVE SWING	PARK & RECREATION FAC	1,554.68
124175	CENTRAL WELDING SUPP	T-SHIRTS W/ CITY LOGO	ER&R	954.64
124176	CLASSIQUE DESIGNS	SPECIAL EVENT BALLOON DECOR	RECREATION SERVICES	144.01
124177	CODE PUBLISHING	MMC UPDATES	CITY CLERK	147.06
124178	CONTY, GERALYN	CLASS FEE REFUND	PARKS-RECREATION	8.00
124179	COPIERS NORTHWEST	COPIER LEASE	COMMUNITY CENTER	93.10
	COPIERS NORTHWEST		MUNICIPAL COURTS	94.74
	COPIERS NORTHWEST		WASTE WATER TREATMENT F	125.12
	COPIERS NORTHWEST		PROBATION	167.96
	COPIERS NORTHWEST		UTILITY BILLING	171.28
	COPIERS NORTHWEST		CITY CLERK	191.05
	COPIERS NORTHWEST		FINANCE-GENL	191.05
	COPIERS NORTHWEST		GENERAL SERVICES - OVERH	213.28
	COPIERS NORTHWEST		POLICE INVESTIGATION	378.99
	COPIERS NORTHWEST		DETENTION & CORRECTION	531.20
	COPIERS NORTHWEST		ENGR-GENL	590.19
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATIO	601.66
	COPIERS NORTHWEST		PARK & RECREATION FAC	913.55
	COPIERS NORTHWEST		UTIL ADMIN	1,152.77
	COPIERS NORTHWEST		LEGAL - PROSECUTION	1,180.92
	COPIERS NORTHWEST		EXECUTIVE ADMIN	1,233.63
	COPIERS NORTHWEST		COMMUNITY DEVELOPMENT-	1,397.27
	COPIERS NORTHWEST		OFFICE OPERATIONS	2,057.58
124180	CORE & MAIN LP	BRASS INVENTORY	WATER/SEWER OPERATION	2,826.78
124181	CORNWELL TOOLS	SHOP SMALL TOOLS	EQUIPMENT RENTAL	55.97
124182	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	4,771.35
124183	COUNTRY GREEN TURF	PALLET RETURN	PARK & RECREATION FAC	-40.00
	COUNTRY GREEN TURF	SOD	PARK & RECREATION FAC	58.89
	COUNTRY GREEN TURF	SOD & BLADES	PARK & RECREATION FAC	833.31
124184	CPSM	POLICE STUDY	NON-DEPARTMENTAL	2,502.46
124185	CUMMINS NORTHWEST	REPLACEMENT/UPGRADE OF GENERAT	EQUIPMENT RENTAL	1,499.95
	CUMMINS NORTHWEST		EQUIPMENT RENTAL	4,207.75
124186	CUNNINGHAM, JEFF A	UB REFUND	WATER/SEWER OPERATION	87.08
124187	CURRAN, RONALD J		WATER/SEWER OPERATION	29.37
124188	CUZ CONCRETE PROD	CATCH BASINS	STORM DRAINAGE	718.01
124189	DAILY JOURNAL OF COM	BID PUBLISHING	SIDEWALKS MAINTENANCE	496.00
124190	DAVIS INSTRUMENTS	WEATHER STATIONS	WATER/SEWER OPERATION	-260.26
	DAVIS INSTRUMENTS		STORM DRAINAGE	3,120.26
124191	DAVIS, TOM & ELIZABE	UB REFUND	WATER/SEWER OPERATION	323.58
124192	DAY WIRELESS SYSTEMS	12 MOTOROLA/VERTEX RADIO	ER&R	4,230.03
124193	DICKS TOWING	TOWING 18-17607	POLICE PATROL	43.64
	DICKS TOWING	TOWING 18-17614	POLICE PATROL	43.64
	DICKS TOWING	TOWING P160	POLICE PATROL	43.64
124194	DILLON, MARGARET	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
124195	DONNELSON ELECTRIC	ELECTRICAL HOOK UP	WATER FILTRATION PLANT	100.74
124196	E&E LUMBER	CONCRETE	PARK & RECREATION FAC	3.22
	E&E LUMBER	SAND PAPER	PARK & RECREATION FAC	4.49
	E&E LUMBER	MALLET	PARK & RECREATION FAC	6.27
	E&E LUMBER	HAMMER BIT	SIDEWALKS MAINTENANCE	7.32
	E&E LUMBER	FOAM & COUPLING	WATER DIST MAINS	13.07
	E&E LUMBER	ZIP TIES	PARK & RECREATION FAC	23.00
	E&E LUMBER	PAINT TRAYS	PARK & RECREATION FAC	25.01

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/19/2018 TO 4/25/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
124196	E&E LUMBER	SPRAY PAINT	PARK & RECREATION FAC	29.26
	E&E LUMBER	LUMBER	PARK & RECREATION FAC	34.91
	E&E LUMBER	COVER AND TAPE	PARK & RECREATION FAC	36.24
	E&E LUMBER	LUMBER & SUPPLIES	PARK & RECREATION FAC	41.11
	E&E LUMBER	ADHESIVE AND BITS	PARK & RECREATION FAC	49.48
	E&E LUMBER	CLEANING SUPPLIES	PARK & RECREATION FAC	54.50
	E&E LUMBER	PROPANE, RAGS, SUPER GLUE	ER&R	55.72
	E&E LUMBER	SUPPLIES	POLICE PATROL	74.95
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	84.61
	E&E LUMBER	BRACE AND LAG	PARK & RECREATION FAC	119.67
	E&E LUMBER	PULLEYS	PARK & RECREATION FAC	130.92
	E&E LUMBER	TOOLS FOR FENCE REPAIR	SOURCE OF SUPPLY	153.36
	E&E LUMBER	4X8 CDX AND AC'S	SIDEWALKS MAINTENANCE	154.77
	E&E LUMBER	FLANGE AND TEE	PARK & RECREATION FAC	160.01
	E&E LUMBER	PS FINGERPRINT STATION	PUBLIC SAFETY BLDG	495.78
124197	EAGLE FENCE	SHOP CAGE ENCLOSURE	ROADWAY MAINTENANCE	3,158.45
124198	ECONOMIC ALLIANCE	CHOOSE WASHINGTON	NON-DEPARTMENTAL	5,000.00
124199	EMME, KYLA	MILEAGE REIMBURSEMENT	EXECUTIVE ADMIN	9.09
124200	ENCHANTING PRINCESS	SPECIAL EVENT CHARACTERS	RECREATION SERVICES	900.00
124201	EVERETT OFFICE	3 PRESTA CONF CHAIRS	STORM DRAINAGE	574.96
124202	EWING IRRIGATION	FERTILIZER	PARK & RECREATION FAC	491.46
124203	FERRELLGAS	120 GAL TANK RENTAL	ROADWAY MAINTENANCE	28.73
	FERRELLGAS		TRAFFIC CONTROL DEVICES	28.73
	FERRELLGAS		WATER SERVICE INSTALL	28.73
	FERRELLGAS	PROPANE 20.7 GALLONS	ROADWAY MAINTENANCE	35.15
	FERRELLGAS		TRAFFIC CONTROL DEVICES	35.15
	FERRELLGAS		WATER SERVICE INSTALL	35.15
124204	FITCH, HAROLD	UB REFUND	WATER/SEWER OPERATION	188.13
124205	FRONTIER COMMUNICATI	ACCT #36065771080927115	STREET LIGHTING	55.09
	FRONTIER COMMUNICATI	ACCT #36065836350725085	UTIL ADMIN	56.36
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	56.36
	FRONTIER COMMUNICATI	ACCT #36065943981121075	PUBLIC SAFETY BLDG	95.90
	FRONTIER COMMUNICATI	ACCT #36065340280125085	CITY HALL	103.63
124206	FULLER, RAYMOND	UB REFUND	WATER/SEWER OPERATION	136.44
124207	FUN EXPRESS LLC	EASTER EGG HUNT SUPPLIES	GENERAL FUND	-17.59
	FUN EXPRESS LLC		RECREATION SERVICES	210.88
124208	GALLS, LLC	UNIFORMS, D SCHMIDT	DETENTION & CORRECTION	17.40
	GALLS, LLC	UNIFORMS	DETENTION & CORRECTION	513.46
124209	GARDNER BAY CONSULT	CONSULTING SVCS	GMA-PARKS	2,925.90
124210	GEMPLER'S	SPRAYGUN & NOZZLES FOR TANK	CITY STREETS	-18.29
	GEMPLER'S		ROADSIDE VEGETATION	219.26
124211	GENERAL EQUIPMENT	65 GALLON CARTS	SOLID WASTE OPERATIONS	6,551.67
124212	GEOLINE INC	PRISM POLE ASSEMBLY	ENGR-GENL	512.96
	GEOLINE INC	TRIMBLE RADIO	ENGR-GENL	32,392.89
124213	GOLDEN CORAL	EMPLOYEE APPRECIATION LUNCHEON	PERSONNEL ADMINISTRATIOI	283.66
124214	GOVCONNECTION INC	HP PRINTER	FACILITY MAINTENANCE	87.23
	GOVCONNECTION INC	GRAPHICS CARD	IS REPLACEMENT ACCOUNTS	380.93
124215	GOVERNMENT PORTFOLIO	INVESTMENT SVC-1ST QTR	FINANCE-GENL	4,375.00
124216	GRAY AND OSBORNE	PROF SVCS 3/4/18-3/31/18	STORM DRAINAGE	963.62
	GRAY AND OSBORNE		WASTE WATER TREATMENT F	1,032.45
124217	GREENSHIELDS	SUPPLIES	PARK & RECREATION FAC	170.64
124218	GREG RAIDONS DODGE	DRIVERS SEAT BELT	EQUIPMENT RENTAL	60.40
124219	HA, ELIZABETH JEAN	INSTRUCTOR SERVICES	RECREATION SERVICES	156.00
124220	HACH COMPANY	WATER TESTING SUPPLIES	WATER QUAL TREATMENT	2,016.06
124221	HANNAHS, JESSE	PARKING REIMBURSEMENT	TRANSPORTATION MANAGEM	6.00
124222	HD FOWLER COMPANY	ROMAC SADDLE & STRAPS	WATER SUPPLY MAINS	264.97
124223	HEPBURN, CAROL L PS	SETTLEMENT AGREEMENT	NON-DEPARTMENTAL	60,000.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/19/2018 TO 4/25/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
124224	HEWLETT PACKARD	PRINTER SUPPLIES	SEWER MAIN COLLECTION	7.99
	HEWLETT PACKARD		STORM DRAINAGE	7.99
	HEWLETT PACKARD		POLICE INVESTIGATION	9.55
	HEWLETT PACKARD		PARK & RECREATION FAC	12.10
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	22.16
	HEWLETT PACKARD		POLICE PATROL	26.50
	HEWLETT PACKARD		LEGAL - PROSECUTION	45.10
	HEWLETT PACKARD		CITY CLERK	59.71
	HEWLETT PACKARD		FINANCE-GENL	59.71
	HEWLETT PACKARD		WASTE WATER TREATMENT F	60.62
	HEWLETT PACKARD		MUNICIPAL COURTS	112.16
	HEWLETT PACKARD		UTILITY BILLING	158.89
	HEWLETT PACKARD		COMPUTER SERVICES	388.32
124225	HINT PERIPHERALS	LAPTOP MOUNTS	ER&R	-619.07
	HINT PERIPHERALS		EQUIPMENT RENTAL	618.50
	HINT PERIPHERALS		EQUIPMENT RENTAL	618.50
	HINT PERIPHERALS		EQUIPMENT RENTAL	618.50
	HINT PERIPHERALS		EQUIPMENT RENTAL	618.50
	HINT PERIPHERALS		EQUIPMENT RENTAL	618.51
	HINT PERIPHERALS		EQUIPMENT RENTAL	618.51
	HINT PERIPHERALS		EQUIPMENT RENTAL	618.51
	HINT PERIPHERALS		EQUIPMENT RENTAL	618.51
	HINT PERIPHERALS		EQUIPMENT RENTAL	618.51
	HINT PERIPHERALS		EQUIPMENT RENTAL	618.51
	HINT PERIPHERALS		EQUIPMENT RENTAL	618.51
	HINT PERIPHERALS		EQUIPMENT RENTAL	618.51
	HINT PERIPHERALS		EQUIPMENT RENTAL	1,237.01
124226	INTERFACE SYSTEMS	DATABASE WORK	NON-DEPARTMENTAL	4,500.00
124227	IRON MOUNTAIN	SHOP SUPPLY - ROCK	ROADWAY MAINTENANCE	294.79
	IRON MOUNTAIN		WATER DIST MAINS	294.79
	IRON MOUNTAIN		SEWER MAIN COLLECTION	294.80
124228	J. THAYER COMPANY	OFFICE SUPPLIES	ER&R	248.72
124229	JAMES W FOWLER CO	PAY ESTIMATE #20	WATER CAPITAL PROJECTS	6,546.00
	JAMES W FOWLER CO	PAY ESTIMATE #19	WATER CAPITAL PROJECTS	88,097.50
124230	JAMES, MARK	TRAVEL REIMBURSEMENT	CITY COUNCIL	231.50
124231	JOSE VALLE & GUADALU	UB REFUND	WATER/SEWER OPERATION	18.53
124232	KAISER PERMANENTE	SCREENING/IMMUNIZATIONS	ENGR-GENL	36.00
	KAISER PERMANENTE		PRO ACT TEAM	36.00
	KAISER PERMANENTE		TRAINING	36.00
	KAISER PERMANENTE		UTIL ADMIN	108.00
	KAISER PERMANENTE		EXECUTIVE ADMIN	826.00
124233	KELLER SUPPLY COMPAN	TANK GASKET	MAINT OF GENL PLANT	7.68
	KELLER SUPPLY COMPAN	DRAIN CLEANER	MAINT OF GENL PLANT	28.08
124234	KIM, JAMIE S.	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
124235	KING, TIM	MEAL REIMBURSEMENT	UTIL ADMIN	11.82
124236	KINGSFORD, ANDREA	SUPPLIES REIMBURSEMENT	RECREATION SERVICES	317.44
124237	KITTRICK, KAYREN	CLASS FEE REFUND	PARKS-RECREATION	25.00
124238	KNEBEL COMPANY	ASBESTOS INSPECTION	PARK & RECREATION FAC	2,470.00
124239	KRAG, JOAN	UB REFUND	WATER/SEWER OPERATION	28.05
124240	LABOR & INDUSTRIES	L&I PAYMENT-1ST QTR 2018	OPERA HOUSE	9.51
	LABOR & INDUSTRIES		MUNICIPAL COURTS	53.37
	LABOR & INDUSTRIES		RECREATION SERVICES	54.39
	LABOR & INDUSTRIES		COMMUNITY CENTER	247.68
	LABOR & INDUSTRIES		ROADWAY MAINTENANCE	417.90
	LABOR & INDUSTRIES		POLICE PATROL	640.41
124241	LAKE INDUSTRIES	ASPHALT	ROADWAY MAINTENANCE	490.00
124242	LASTING IMPRESSIONS	UNIFORMS	DETENTION & CORRECTION	13.09
	LASTING IMPRESSIONS		POLICE PATROL	24.55
124243	LOOMIS	ARMORED TRUCK SERVICES	COMMUNITY DEVELOPMENT-	107.63



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/19/2018 TO 4/25/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
124254	METCALF, SHELLEY	INSTRUCTOR SERVICES	RECREATION SERVICES	1,096.83
124255	MIZELL, TARA	OPERA HOUSE EVENTS REIMBURSEME	OPERA HOUSE	97.00
124256	MONTGOMERY, TERRI	CLASS REFUND	PARKS-RECREATION	25.00
124257	MORGAN SOUND	ASSISTED LISTENING UPGRADE	PROBATION	371.39
	MORGAN SOUND		MUNICIPAL COURTS	1,114.16
124258	MOTOROLA	PATROL CAR EQUIPMENT	EQUIPMENT RENTAL	3,623.32
	MOTOROLA		EQUIPMENT RENTAL	3,623.32
	MOTOROLA		EQUIPMENT RENTAL	3,623.32
	MOTOROLA		EQUIPMENT RENTAL	3,623.32
	MOTOROLA		EQUIPMENT RENTAL	3,623.32
	MOTOROLA		EQUIPMENT RENTAL	3,623.32
	MOTOROLA		EQUIPMENT RENTAL	3,623.32
	MOTOROLA		EQUIPMENT RENTAL	3,623.32
	MOTOROLA		EQUIPMENT RENTAL	7,246.64
	MOTOROLA	RADIOS	POLICE PATROL	19,227.62
124259	NATIONAL BARRICADE	ROLL UP SIGNS	TRAFFIC CONTROL DEVICES	555.39
124260	NELSON TRUCK EQUIP	STORAGE RACK	EQUIPMENT RENTAL	127.59
124261	NGUYEN, DOAN	UB REFUND	WATER/SEWER OPERATION	8.44
124262	NORTHSTAR CHEMICAL	LIQUID POLYMER-1 DRUM	WASTE WATER TREATMENT F	942.62
	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	1,384.20
124263	NURNBERG SCIENTIFIC	MACRO CONTROLLERS	WATER QUAL TREATMENT	186.88
	NURNBERG SCIENTIFIC	BOD 300 ML-2 CASES	WASTE WATER TREATMENT F	414.37
124264	OFFICE DEPOT	OFFICE SUPPLIES	ENGR-GENL	2.73
	OFFICE DEPOT		STORM DRAINAGE	2.78
	OFFICE DEPOT		SEWER MAIN COLLECTION	2.78
	OFFICE DEPOT	WIRELESS MOUSE	UTIL ADMIN	30.10
	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	60.64
	OFFICE DEPOT		POLICE PATROL	207.24
124265	OTAK	PROF SVCS THRU 4/6/18	GMA - STREET	40,624.72
124266	PACIFIC POWER BATTER	BATTERY & CORE CHARGE	WATER DIST MAINS	193.13
124267	PARTS STORE, THE	SUPPLIES	SIDEWALKS MAINTENANCE	16.07
	PARTS STORE, THE	OIL FILTERS	ER&R	36.24
124268	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	132.00
	PEACE OF MIND		CITY CLERK	168.30
124269	PEREIRA, BIRCH	ENTERTAINMENT 5/17/18	OPERA HOUSE	300.00
124270	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	11.57
	PGC INTERBAY LLC		PRO-SHOP	27.58
	PGC INTERBAY LLC		MAINTENANCE	45.00
	PGC INTERBAY LLC		PRO-SHOP	45.46
	PGC INTERBAY LLC		PRO-SHOP	76.76
	PGC INTERBAY LLC		MAINTENANCE	128.00
	PGC INTERBAY LLC		PRO-SHOP	161.20
	PGC INTERBAY LLC		MAINTENANCE	392.72
	PGC INTERBAY LLC		PRO-SHOP	410.21
	PGC INTERBAY LLC		MAINTENANCE	498.55
	PGC INTERBAY LLC		MAINTENANCE	500.48
	PGC INTERBAY LLC		MAINTENANCE	817.40
	PGC INTERBAY LLC		MAINTENANCE	1,137.76
	PGC INTERBAY LLC		MAINTENANCE	1,206.98
	PGC INTERBAY LLC		GOLF COURSE	1,340.00
	PGC INTERBAY LLC		PRO-SHOP	1,365.81
	PGC INTERBAY LLC		MAINTENANCE	1,636.17
	PGC INTERBAY LLC		GOLF COURSE	9,897.30
124271	PICK OF THE LITTER	BANNERS	RECREATION SERVICES	329.70
124272	PILCHUCK RENTALS	SOD CUTTER RENTAL	PARK & RECREATION FAC	88.37
	PILCHUCK RENTALS	SUPPLIES	ROADWAY MAINTENANCE	106.74
	PILCHUCK RENTALS	WEEDEATER	PARK & RECREATION FAC	139.47

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/19/2018 TO 4/25/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
124273	PLATT ELECTRIC	TWINE	SOURCE OF SUPPLY	26.83
	PLATT ELECTRIC	SUPPLIES	SOURCE OF SUPPLY	83.57
	PLATT ELECTRIC	1500' BELDEN	SOURCE OF SUPPLY	1,936.49
124274	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	2,366.39
124275	PUBLIC FINANCE	LID ADMINISTRATION	INTEREST & OTHER DEBT SE	962.47
124276	PUD	ACCT #2011-4209-8	PARK & RECREATION FAC	8.37
	PUD	ACCT #2027-9116-6	PUMPING PLANT	8.67
	PUD	ACCT #2042-6034-3	TRAFFIC CONTROL DEVICES	15.88
	PUD	ACCT #2013-4666-5	SEWER LIFT STATION	16.44
	PUD	ACCT #2042-5946-9	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #2042-6262-0	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #2054-8182-3	GOLF ADMINISTRATION	16.44
	PUD	ACCT #2211-0009-2	GMA - STREET	16.44
	PUD	ACCT #2213-2916-2	GMA - STREET	16.70
	PUD	ACCT #2023-7865-9	MAINT OF GENL PLANT	16.86
	PUD	ACCT #2024-6102-6	MAINT OF GENL PLANT	17.01
	PUD	ACCT #2020-1181-3	PUMPING PLANT	17.35
	PUD	ACCT #2215-6905-6	NON-DEPARTMENTAL	18.71
	PUD	ACCT #2005-0161-7	TRANSPORTATION MANAGEM	24.47
	PUD	ACCT #2200-2050-7	STREET LIGHTING	26.35
	PUD	ACCT #2009-7395-6	SEWER LIFT STATION	26.65
	PUD	ACCT #2016-1018-5	TRANSPORTATION MANAGEM	28.16
	PUD	ACCT #2006-5074-5	TRANSPORTATION MANAGEM	34.26
	PUD	ACCT #2011-4215-5	TRANSPORTATION MANAGEM	34.52
	PUD	ACCT #2216-1040-5	STREET LIGHTING	37.67
	PUD	ACCT #2021-4048-9	TRANSPORTATION MANAGEM	39.36
	PUD	ACCT #2016-7089-0	TRANSPORTATION MANAGEM	41.36
	PUD	ACCT #2004-4880-1	TRANSPORTATION MANAGEM	43.35
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	45.98
	PUD	ACCT #2023-6853-6	TRANSPORTATION MANAGEM	46.67
	PUD	ACCT #2048-2969-1	STREET LIGHTING	48.88
	PUD	ACCT #2021-0219-0	TRANSPORTATION MANAGEM	50.37
	PUD	ACCT #2025-2469-0	PUMPING PLANT	53.89
	PUD	ACCT #2023-0330-1	SEWER LIFT STATION	57.49
	PUD	ACCT #2008-2727-7	TRANSPORTATION MANAGEM	59.61
	PUD	ACCT #2039-9634-3	STREET LIGHTING	61.95
	PUD	ACCT #2006-6043-9	STREET LIGHTING	62.34
	PUD	ACCT #2021-4311-1	TRANSPORTATION MANAGEM	63.00
	PUD	ACCT #2211-1593-4	MAINT OF GENL PLANT	76.20
	PUD	ACCT #2206-8134-0	STORM DRAINAGE	84.46
	PUD	ACCT #2024-6354-3	SEWER LIFT STATION	96.81
	PUD	ACCT #2052-3773-8	TRAFFIC CONTROL DEVICES	108.00
	PUD	ACCT #2032-9121-6	GENERAL SERVICES - OVERH	113.29
	PUD	ACCT #2019-0963-7	SEWER LIFT STATION	122.80
	PUD	ACCT #2052-3927-0	TRAFFIC CONTROL DEVICES	124.13
	PUD	ACCT #2016-2888-0	WASTE WATER TREATMENT F	129.26
	PUD	ACCT # 2012-2250-67	PARK & RECREATION FAC	167.33
	PUD	ACCT #2200-2051-1	STREET LIGHTING	295.28
	PUD	ACCT #2207-6117-5	OPERA HOUSE	334.56
	PUD	ACCT #2016-7563-4	WASTE WATER TREATMENT F	440.70
	PUD	ACCT #2021-7733-3	MAINT OF GENL PLANT	778.61
	PUD	ACCT #2015-8728-4	WASTE WATER TREATMENT F	854.54
	PUD	ACCT #2000-2187-1	COURT FACILITIES	975.26
	PUD	ACCT #2016-1747-9	CITY HALL	1,157.51
	PUD	ACCT #2016-3968-9	MAINT OF GENL PLANT	1,243.73
124277	PUGET SOUND ENERGY	NATURAL GAS	GMA - STREET	54.39
124278	PUGET SOUND SECURITY	KEYS	DETENTION & CORRECTION	16.37

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/19/2018 TO 4/25/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
124278	PUGET SOUND SECURITY	DUPLICATE KEYS	WATER DIST MAINS	27.28
	PUGET SOUND SECURITY	CYLINDER COMB CHANGE	ROADWAY MAINTENANCE	32.73
124279	QALTEK	CALIBRATION & LEAK TEST	UTIL ADMIN	744.00
124280	RAM SPV II, LLC	RENTAL UNIT	STORM DRAINAGE	436.40
	RAM SPV II, LLC		SEWER SERV MAINT	436.40
124281	REISWIG, LINDSEY	REFUND CLASS FEES	PARKS-RECREATION	60.00
124282	RICOH USA, INC.	PRINTER/COPIER CHARGES	MUNICIPAL COURTS	-398.49
	RICOH USA, INC.		OFFICE OPERATIONS	16.47
	RICOH USA, INC.		PROBATION	81.33
	RICOH USA, INC.		PROPERTY TASK FORCE	99.95
	RICOH USA, INC.		WASTE WATER TREATMENT F	107.02
	RICOH USA, INC.		POLICE PATROL	443.10
124283	ROAD CONSTRUCTION	PAY ESTIMATE #3	SURFACE WATER CAPITAL PF	43,374.59
124284	SCORE	INMATE HOUSING-MARCH 2018	DETENTION & CORRECTION	18,840.00
124285	SEATTLE PACIFIC HOME	UB REFUND	WATER/SEWER OPERATION	30.42
124286	SECRETARY OF STATE	PROCESSING SERVICES	LEGAL-GENL	50.00
124287	SHAFER, JANE	MEETING SUPPLY REIMBURSEMENT	PARK & RECREATION FAC	36.98
124288	SHRED-IT US	MONTHLY SHREDDING SERVICES	PERSONNEL ADMINISTRATIO	4.56
	SHRED-IT US		CITY CLERK	9.12
	SHRED-IT US		EXECUTIVE ADMIN	22.39
	SHRED-IT US		LEGAL - PROSECUTION	22.39
	SHRED-IT US		POLICE PATROL	59.28
124289	SKAGGS, JENNIFER	UB REFUND	WATER/SEWER OPERATION	32.36
124290	SMITH, RICHARD	TUITION REIMBURSEMENT	POLICE TRAINING-FIREARMS	1,720.00
124291	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	714.18
124292	SNO CO TREASURER	2018 PROPERTY TAXES	PARK & RECREATION FAC	18.78
	SNO CO TREASURER		GMA - STREET	18.78
	SNO CO TREASURER		OPERA HOUSE	125.38
	SNO CO TREASURER		WATER RESERVOIRS	5,965.87
124293	SNO CO TREASURER	INMATE MEDICAL-FEB 2018	DETENTION & CORRECTION	2,906.62
124294	SOLID WASTE SYSTEMS	CAMERA SYSTEM	EQUIPMENT RENTAL	1,515.44
124295	SOUND PUBLISHING	OPERA HOUSE ADVERTISING	OPERA HOUSE	135.00
124296	SOUND PUBLISHING	LEGAL ADS	COMMUNITY DEVELOPMENT-	550.88
124297	SOUND PUBLISHING	LEGAL NOTICE	WATER RESERVOIRS	247.30
124298	SOUND PUBLISHING	BID PUBLISHING	SIDEWALKS MAINTENANCE	292.24
124299	SPRINGBROOK NURSERY	GRAVEL	PARK & RECREATION FAC	25.57
	SPRINGBROOK NURSERY	SAND	PARK & RECREATION FAC	42.00
	SPRINGBROOK NURSERY	BARK	PARK & RECREATION FAC	85.62
	SPRINGBROOK NURSERY	MEDIUM BARK	PARK & RECREATION FAC	85.62
124300	STANTEC CONSULTING	GENERATOR UPGRADES	SEWER CAPITAL PROJECTS	120.75
	STANTEC CONSULTING		WATER CAPITAL PROJECTS	4,176.25
124301	STAPLES	OFFICE SUPPLIES	PARK & RECREATION FAC	158.15
124302	STEVENS, MAUREEN	UB REFUND	WATER/SEWER OPERATION	13.60
124303	STOLLE, ALAN M		WATER/SEWER OPERATION	24.00
124304	STRICKLAND, TIMOTHY		WATER/SEWER OPERATION	73.99
124305	SUN BADGE CO	BADGES	GENERAL FUND	-47.42
	SUN BADGE CO		POLICE PATROL	568.42
124306	SUPPLYWORKS	JANITORIAL SUPPLIES	CITY HALL	194.92
	SUPPLYWORKS		COURT FACILITIES	207.30
	SUPPLYWORKS		WASTE WATER TREATMENT F	245.80
	SUPPLYWORKS		PUBLIC SAFETY BLDG	338.97
	SUPPLYWORKS		MAINT OF GENL PLANT	366.77
	SUPPLYWORKS		UTIL ADMIN	421.53
124307	SURPLUS AMMO & ARMS	TAC LIGHT & MAGS	POLICE TRAINING-FIREARMS	1,421.21
	SURPLUS AMMO & ARMS	WEAPONS	POLICE TRAINING-FIREARMS	3,125.75
124308	SWITCH ELECTRIC LLC	ELECTRICAL PERMIT FEE REFUND	COMMUNITY DEVELOPMENT	75.00
	SWITCH ELECTRIC LLC		COMMUNITY DEVELOPMENT	75.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/19/2018 TO 4/25/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
124309	TACOMA SCREW PRODUCT	SHOP SUPPLIES	EQUIPMENT RENTAL	353.71
	TACOMA SCREW PRODUCT	SUPPLIES	ER&R	357.02
124310	TEEL INC.	FORENSIC LAB BOX	GENERAL FUND	-215.22
	TEEL INC.		POLICE INVESTIGATION	2,580.22
124311	TULALIP CHAMBER	APRIL BBH	RECREATION SERVICES	25.00
	TULALIP CHAMBER		CITY COUNCIL	46.00
	TULALIP CHAMBER		PARK & RECREATION FAC	46.00
	TULALIP CHAMBER		EXECUTIVE ADMIN	69.00
124312	TYLER TECHNOLOGIES	LICENSING & SUPPORT	COMPUTER SERVICES	555.24
124313	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	139.51
	UNITED PARCEL SERVIC		OFFICE OPERATIONS	300.00
124314	USSSA WASHINGTON STA	MENS AND MIXED TEAM REGISTRATI	RECREATION SERVICES	440.00
124315	VAN DUZOR, ANNE	UB REFUND	GARBAGE	38.97
124316	VELAZQUEZ, ZANDRIA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
124317	WA AUDIOLOGY SRVCS	FEES	EXECUTIVE ADMIN	160.00
124318	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	297.00
	WA STATE TREASURER		GENERAL FUND	51,393.24
124319	WARD, BRUCE	UB REFUND	WATER/SEWER OPERATION	40.28
124320	WAVEDIVISION HOLDING	ACCT #8136756970000474	WATER QUAL TREATMENT	116.70
	WAVEDIVISION HOLDING		CENTRAL SERVICES	537.38
124321	WAXIE SANITARY SUPPL	HAND SANITIZER	PARK & RECREATION FAC	44.75
124322	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL - PROSECUTION	867.99
124323	WESTERN PARTITIONS	BUSINESS LICENSE FEE REFUND	GENL FUND BUS LIC & PERMI	40.00
124324	WESTERN PETERBILT	AUTO SLACK ADJUSTER	ER&R	72.65
124325	WETLAND RESOURCES	RESEARCH & FIELD DELINEATION	GMA-PARKS	3,735.00
124326	WHITE CAP CONSTRUCT	BROOM & PAINT BRUSHES	ROADWAY MAINTENANCE	80.24
	WHITE CAP CONSTRUCT	SUPPLIES FOR TRAFFIC REPAIR	SIDEWALKS MAINTENANCE	211.29
	WHITE CAP CONSTRUCT	ADHESIVE FOAM & GORILLA TAPE	SOURCE OF SUPPLY	271.84
124327	WIDE FORMAT COMPANY	MONTHLY BASE CHARGE	UTIL ADMIN	117.83
124328	WOLF, DAVID & PATRIC	UB REFUND	WATER/SEWER OPERATION	11.54

**WARRANT TOTAL: 764,167.58**

CHECK #117971	CHECK LOST IN MAIL	(100.00)
CHECK #124028	INITIATOR ERROR	(18.85)
CHECK #124071	INITIATOR ERROR	(1042.00)

**763,006.73**



# *Index #5*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 14, 2018**

AGENDA ITEM: Claims	AGENDA SECTION:	
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:	
ATTACHMENTS: Claims Listings	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Please see attached.

**RECOMMENDED ACTION:**

**The Finance and Executive Departments recommend City Council approve the May 2, 2018 claims in the amount of \$1,873,012.21 paid by EFT transactions and Check No. 124329 through 124461 with no Check No. voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-5**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,873,012.21 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 124329 THROUGH 124461 WITH NO CHECK NO. VOIDED.** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

\_\_\_\_\_  
AUDITING OFFICER DATE

\_\_\_\_\_  
MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **14<sup>th</sup> DAY OF MAY 2018.**

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 4/26/2018 TO 5/2/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
124329	RAPID FINANCIAL SOL	JURY COSTS/LOAD FEES	COURTS	303.73
124330	AAKAVS CONSULTING	AKTIVOV IMPLEMENTATION AND ROL	UTIL ADMIN	17,050.00
124331	ACLARA TECHNOLOGIES	DCU RENEWAL	WATER/SEWER OPERATION	-375.90
	ACLARA TECHNOLOGIES		WATER DIST MAINS	4,506.65
124332	ADVANTAGE BUILDING S	JANITORIAL SERVICES	WATER FILTRATION PLANT	84.84
	ADVANTAGE BUILDING S		SUNNYSIDE FILTRATION PLAI	394.10
	ADVANTAGE BUILDING S		COMMUNITY CENTER	848.41
	ADVANTAGE BUILDING S		UTIL ADMIN	848.41
	ADVANTAGE BUILDING S		COURT FACILITIES	1,272.61
	ADVANTAGE BUILDING S		CITY HALL	1,272.61
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT F	1,660.32
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	1,696.70
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG	1,873.16
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	3,817.82
124333	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	75.56
	ARAMARK UNIFORM		OPERA HOUSE	166.33
	ARAMARK UNIFORM		OPERA HOUSE	193.61
124334	ASSN OF WA CITIES	ECO-NOMIC CENTER PROJECT CONTR	NON-DEPARTMENTAL	2,500.00
124335	ATLAS FENCE COMPANY	SLEEVES AND ZIP TIES	SOURCE OF SUPPLY	134.19
124336	BARTL, CRAIG	PER DIEM 5/8-5/11	POLICE INVESTIGATION	132.50
124337	BEACH STREET TOPSOIL	TOPSOIL	WATER DIST MAINS	65.35
124338	BEIHL, JAMES	UB REFUND	WATER/SEWER OPERATION	27.23
124339	BICKFORD FORD	SPARK PLUGS AND COIL ASSEMBLY	EQUIPMENT RENTAL	502.19
124340	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	1,688.37
124341	BLUE MARBLE ENV	WASTE REDUCTION/RECYCLE PROGRA	RECYCLING OPERATION	3,488.12
124342	BSN SPORTS, INC	SOFTBALL SUPPLIES	RECREATION SERVICES	58.14
124343	CADMAN MATERIALS INC	ASPHALT	STORM DRAINAGE	257.03
	CADMAN MATERIALS INC		WATER SERVICE INSTALL	364.91
124344	CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT F	12,942.97
124345	CATHOLIC COMMUNITY	CDBG-CCS CHORE SERVICES	COMMUNITY DEVELOPMENT-	417.34
124346	CLEAR IMAGE PHOTOGRA	PHOTOGRAPHY-DANCE	RECREATION SERVICES	1,399.21
124347	COASTAL FARM & HOME	JEANS AND BOOTS-BUELL	UTIL ADMIN	242.16
	COASTAL FARM & HOME	RAIN GEAR	UTIL ADMIN	463.59
124348	COMCAST	MONTHLY BROADBAND CHARGES	COMPUTER SERVICES	131.21
124349	COOP SUPPLY	MARKING LIME	RECREATION SERVICES	163.32
124350	CORE & MAIN LP	HYDRANT REPAIR KITS	HYDRANTS	191.67
	CORE & MAIN LP	VALVE REPAIR KIT	HYDRANTS	916.10
	CORE & MAIN LP	E-CODERS AND PRO-CODERS	WATER SERVICE INSTALL	12,801.25
124351	CRIMINAL JUSTICE	TRAINING-FAWKS	POLICE TRAINING-FIREARMS	100.00
124352	DAILY JOURNAL OF COM	LEGAL ADS	WATER RESERVOIRS	424.00
124353	DANIELS, JAMIE	UB REFUND	WATER/SEWER OPERATION	124.94
124354	DIAMOND B CONSTRUCT	HVAC REPAIR	PUBLIC SAFETY BLDG	1,974.02
124355	DICKS TOWING	TOWING EXPENSE-MP18-17063	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP18-17164	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-P146	EQUIPMENT RENTAL	43.64
	DICKS TOWING		EQUIPMENT RENTAL	43.64
	DICKS TOWING	TOWING EXPENSE-P184	POLICE PATROL	43.64
124356	DIGITAL DOLPHIN SUPP	TONERS	GENERAL FUND	-24.48
	DIGITAL DOLPHIN SUPP		POLICE ADMINISTRATION	125.89
	DIGITAL DOLPHIN SUPP		YOUTH SERVICES	167.58
124357	DONNELSON ELECTRIC	3 WAY SWITCH AND LABOR	WASTE WATER TREATMENT F	820.43
	DONNELSON ELECTRIC	LED LIGHTS AND INSTALLATION	PUBLIC SAFETY BLDG	3,198.81
124358	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	1.31
	E&E LUMBER	MASKING TAPE	PARK & RECREATION FAC	8.67
	E&E LUMBER	CEMENT AND PRIMER	PARK & RECREATION FAC	14.64
	E&E LUMBER	NAIL SETS	PARK & RECREATION FAC	15.66
	E&E LUMBER	FASTENERS AND CLAMPS	PARK & RECREATION FAC	24.87
	E&E LUMBER	ANCHORS AND BITS	PARK & RECREATION FAC	53.34
	E&E LUMBER	BRASS	WASTE WATER TREATMENT F	64.50
	E&E LUMBER	IRRIGATION PARTS	PARK & RECREATION FAC	66.06
	E&E LUMBER	LINE AND ANCHORS	PARK & RECREATION FAC	95.31



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/26/2018 TO 5/2/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
124372	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	180,751.50
124373	HESS, AMY	REIMBURSE PARKING EXPENSE	COMMUNITY DEVELOPMENT-	6.00
124374	HOMAGE SENIOR	CDBG-MEALS ON WHEELS	COMMUNITY DEVELOPMENT-	3,750.00
124375	HOUSING HOPE	CDBG-SUPPORT SERVICES BEACHWOOD	COMMUNITY DEVELOPMENT-	3,155.16
124376	ICMA MEMBER SERVICES	ICMA MEMBERSHIP RENEWAL-HIRASH	NON-DEPARTMENTAL	1,400.00
124377	IRON MOUNTAIN	ROCK	GMA-PARKS	109.19
	IRON MOUNTAIN		GMA-PARKS	318.51
124378	J. THAYER COMPANY	SPEAKERS	EQUIPMENT RENTAL	18.43
	J. THAYER COMPANY	OFFICE SUPPLIES	EQUIPMENT RENTAL	163.41
	J. THAYER COMPANY		EQUIPMENT RENTAL	322.38
124379	K2 DATA SYSTEMS INC	SUPPORT SERVICES	UTIL ADMIN	9,860.00
124380	KELLER SUPPLY COMPAN	RETURN FAUCET PARTS	WASTE WATER TREATMENT F	-167.12
	KELLER SUPPLY COMPAN	SEAT COVERS	MAINT OF GENL PLANT	74.94
	KELLER SUPPLY COMPAN	FAUCET PARTS	WASTE WATER TREATMENT F	464.96
124381	KIELAND, BRONWYN	PER DIEM 5/8-5/11	POLICE INVESTIGATION	132.50
124382	KINGSFORD, ANDREA	REIMBURSE SPECIAL EVENT EXPENS	RECREATION SERVICES	58.79
124383	KOCH, CAROLINE	UB REFUND	GARBAGE	262.22
124384	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	1,166.20
124385	LAKE INDUSTRIES	ASPHALT HAULED	ROADWAY MAINTENANCE	112.00
124386	LAKESIDE INDUSTRIES	ASPHALT	SEWER MAIN COLLECTION	213.75
	LAKESIDE INDUSTRIES		ROADWAY MAINTENANCE	213.76
	LAKESIDE INDUSTRIES		WATER DIST MAINS	213.76
124387	LASTING IMPRESSIONS	CAPS	ER&R	418.42
	LASTING IMPRESSIONS	SOCCER SHIRTS	RECREATION SERVICES	3,873.05
124388	LAW ENFORCEMENT TARG	TARGETS	GENERAL FUND	-53.33
	LAW ENFORCEMENT TARG		POLICE TRAINING-FIREARMS	639.36
124389	LOWES HIW INC	VAULT REPAIR PARTS	WATER RESERVOIRS	118.90
	LOWES HIW INC	CABLES, OUTLET AND EXT CORDS	SUNNYSIDE FILTRATION PLAI	126.32
124390	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-EMS	305,828.01
	MARYSVILLE FIRE DIST		FIRE-GENL	648,523.69
124391	MARYSVILLE PRINTING	ENVELOPES	FINANCE-GENL	186.83
	MARYSVILLE PRINTING	GARBAGE TAGS	SOLID WASTE OPERATIONS	502.19
124392	MARYSVILLE, CITY OF	UTILITY SERVICE-5300 SUNNYSIDE	SEWER LIFT STATION	57.80
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	116.80
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	153.25
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	187.43
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	273.61
	MARYSVILLE, CITY OF	UTILITY SERVICE-5315 64TH ST N	PARK & RECREATION FAC	337.70
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	2,440.22
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	3,196.21
124393	MCLOUGHLIN & EARDLEY	LIGHT BAR STROBES	ER&R	322.93
124394	MILES SAND & GRAVEL	CONCRETE, EXP JOINT AND PLASTI	SIDEWALKS MAINTENANCE	1,003.73
124395	MINTON, LINDSAY	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
124396	MIZELL, TARA	REIMBURSE SPECIAL EVENT SUPPLY	OPERA HOUSE	101.65
124397	MODERN MACHINERY CO,	2017 ASPHALT PAVER	EQUIPMENT RENTAL	205,614.22
124398	MOTOR TRUCKS	DIAGNOSE AND REPAIR #H012	EQUIPMENT RENTAL	405.92
124399	MOUNT, HERMAN	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	169.75
124400	MOUNTAIN MIST	WATER COOLER RENTAL/BOTTLED WA	SOLID WASTE OPERATIONS	18.98
	MOUNTAIN MIST		SEWER MAIN COLLECTION	18.98
	MOUNTAIN MIST		WASTE WATER TREATMENT F	18.99
124401	MPOA	REPLACE MPOA PAYROLL CHECK# 31	PAYROLL CLEARING	6,320.47
124402	NATIONAL BARRICADE	SIGNS AND SIGN STANDS	WATER DIST MAINS	2,019.01
124403	NELSON PETROLEUM	RANDO HD 32 AND HD 150	WASTE WATER TREATMENT F	473.65
124404	OATES, DEREK	PER DIEM 5/21-5/25	POLICE PATROL	280.50
124405	OFFICE DEPOT	OFFICE SUPPLIES	WATER FILTRATION PLANT	5.05
	OFFICE DEPOT		POLICE PATROL	12.24
	OFFICE DEPOT		POLICE PATROL	13.16
	OFFICE DEPOT		ENGR-GENL	17.66
	OFFICE DEPOT		UTIL ADMIN	17.67
	OFFICE DEPOT		WATER FILTRATION PLANT	20.21
	OFFICE DEPOT		POLICE PATROL	48.87

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/26/2018 TO 5/2/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
124405	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	72.53
	OFFICE DEPOT		POLICE PATROL	173.35
	OFFICE DEPOT		PERSONNEL ADMINISTRATIO	202.57
	OFFICE DEPOT		POLICE PATROL	217.59
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	262.09
	OFFICE DEPOT		ENGR-GENL	327.29
124406	OWEN EQUIPMENT	SWIVEL JOINTS	ER&R	1,044.64
124407	PACIFIC PLUMBING	BREAKER AND TAPE	MAINT OF GENL PLANT	26.74
124408	PARTS STORE, THE	WIPER BLADES AND AIR FILTER	EQUIPMENT RENTAL	19.09
	PARTS STORE, THE	BRACKET, FILTERS AND SOAP	ER&R	29.59
	PARTS STORE, THE	WIPER BLADES	ER&R	57.23
	PARTS STORE, THE	CABLES AND WIPES	WATER SERVICES	110.10
	PARTS STORE, THE	EXHAUST FLUID	SOLID WASTE OPERATIONS	915.57
124409	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	132.00
124410	PETROCARD SYSTEMS	FUEL CONSUMED	EQUIPMENT RENTAL	22.31
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	70.75
	PETROCARD SYSTEMS		PURCHASING/CENTRAL STOF	77.95
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	105.78
	PETROCARD SYSTEMS		STORM DRAINAGE	190.96
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	329.84
	PETROCARD SYSTEMS		PARK & RECREATION FAC	590.72
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	2,896.97
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,670.98
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,308.58
	PETROCARD SYSTEMS		POLICE PATROL	8,859.55
124411	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	54.50
	PGC INTERBAY LLC		PRO-SHOP	57.57
	PGC INTERBAY LLC		MAINTENANCE	57.57
	PGC INTERBAY LLC		MAINTENANCE	78.31
	PGC INTERBAY LLC		PRO-SHOP	96.66
	PGC INTERBAY LLC		MAINTENANCE	132.69
	PGC INTERBAY LLC		PRO-SHOP	139.45
	PGC INTERBAY LLC		MAINTENANCE	146.06
	PGC INTERBAY LLC		MAINTENANCE	159.91
	PGC INTERBAY LLC		PRO-SHOP	226.28
	PGC INTERBAY LLC		PRO-SHOP	392.72
	PGC INTERBAY LLC		MAINTENANCE	629.64
	PGC INTERBAY LLC		PRO-SHOP	5,354.51
	PGC INTERBAY LLC		MAINTENANCE	8,266.62
124412	PICK OF THE LITTER	FLYERS AND BANNERS	RECREATION SERVICES	427.02
124413	PIGSKIN UNIFORMS	UNIFORM-NEGRON	POLICE PATROL	591.33
124414	PLATT ELECTRIC	TESTERS	WASTE WATER TREATMENT F	71.35
	PLATT ELECTRIC	ELECTRICAL ITEMS	SNOW & ICE CONTROL	111.64
	PLATT ELECTRIC		SNOW & ICE CONTROL	490.55
124415	POSTAL SERVICE	POSTAGE OVER PAYMENT	UTIL ADMIN	-266.56
	POSTAL SERVICE		COMMUNITY DEVELOPMENT-	-83.90
	POSTAL SERVICE		COMMUNITY DEVELOPMENT-	46.59
	POSTAL SERVICE	POSTAGE	UTIL ADMIN	73.65
	POSTAL SERVICE	POSTAGE OVER PAYMENT	UTIL ADMIN	126.89
	POSTAL SERVICE	POSTAGE	COMMUNITY DEVELOPMENT-	130.89
124416	POWERWEX, INC.	USB PROGRAMMING CABLES	GENERAL FUND	-3.55
	POWERWEX, INC.		EXECUTIVE ADMIN	42.52
124417	PREMIER GOLF CENTERS	MANAGEMENT SERVICES-GOLF COURS	GOLF ADMINISTRATION	8,497.25
124418	PROVIDENCE EVERETT M	INMATE MEDICAL SERVICES	DETENTION & CORRECTION	1,580.07
124419	PUD	ACCT #2051-3624-5	SEWER LIFT STATION	15.37
	PUD	ACCT #2024-6103-4	UTIL ADMIN	15.66
	PUD	ACCT #2051-9537-3	PARK & RECREATION FAC	16.44
	PUD	ACCT #2215-6905-6	NON-DEPARTMENTAL	16.44
	PUD	ACCT #2020-3113-4	PUMPING PLANT	16.60
	PUD	ACCT #2211-0009-2	GMA - STREET	17.01
	PUD	ACCT #2023-7865-9	MAINT OF GENL PLANT	17.58

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/26/2018 TO 5/2/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
124419	PUD	ACCT #2016-6804-3	PARK & RECREATION FAC	21.99
	PUD	ACCT #2024-9948-9	COMMUNITY EVENTS	22.38
	PUD	ACCT #2035-6975-1	STORM DRAINAGE	24.66
	PUD	ACCT #2024-7643-8	SEWER LIFT STATION	25.15
	PUD	ACCT #2215-6909-8	NON-DEPARTMENTAL	26.26
	PUD	ACCT #2016-1018-5	TRANSPORTATION MANAGEM	29.60
	PUD	ACCT #2006-5074-5	TRANSPORTATION MANAGEM	31.20
	PUD	ACCT #2026-9433-7	TRANSPORTATION MANAGEM	32.33
	PUD	ACCT #2016-7213-6	SEWER LIFT STATION	32.44
	PUD	ACCT #2021-7815-8	SEWER LIFT STATION	33.01
	PUD	ACCT #2215-6907-2	NON-DEPARTMENTAL	36.90
	PUD	ACCT #2207-9273-3	STREET LIGHTING	36.92
	PUD	ACCT #2027-9465-7	TRANSPORTATION MANAGEM	37.26
	PUD	ACCT #2030-0516-0	STREET LIGHTING	38.61
	PUD	ACCT #2021-4048-9	TRANSPORTATION MANAGEM	39.56
	PUD	ACCT #2016-7089-0	TRANSPORTATION MANAGEM	40.60
	PUD	ACCT #2031-9973-2	TRANSPORTATION MANAGEM	44.02
	PUD	ACCT #2034-3089-7	STREET LIGHTING	51.44
	PUD	ACCT #2008-2727-7	TRANSPORTATION MANAGEM	53.89
	PUD	ACCT #2021-7595-6	TRAFFIC CONTROL DEVICES	57.69
	PUD	ACCT #2035-1961-6	NON-DEPARTMENTAL	59.29
	PUD	ACCT #2022-8858-5	TRANSPORTATION MANAGEM	61.67
	PUD	ACCT #2023-6854-4	TRANSPORTATION MANAGEM	61.95
	PUD	ACCT #2005-7184-2	TRANSPORTATION MANAGEM	62.62
	PUD	ACCT #2021-4311-1	TRANSPORTATION MANAGEM	63.49
	PUD	ACCT #2007-9006-1	PARK & RECREATION FAC	83.50
	PUD	ACCT #2020-1258-9	PARK & RECREATION FAC	84.72
	PUD	ACCT #2207-6117-5	OPERA HOUSE	89.21
	PUD	ACCT #2000-8403-6	TRANSPORTATION MANAGEM	94.70
	PUD	ACCT #2024-6354-3	SEWER LIFT STATION	97.76
	PUD	ACCT #2032-3100-6	TRANSPORTATION MANAGEM	101.66
	PUD	ACCT #2025-5745-0	STREET LIGHTING	103.55
	PUD	ACCT #2216-3677-2	NON-DEPARTMENTAL	131.41
	PUD	ACCT #2024-2648-2	PUBLIC SAFETY BLDG	140.45
	PUD	ACCT #2207-6180-7	OPERA HOUSE	144.33
	PUD	ACCT #2006-2538-2	SEWER LIFT STATION	148.14
	PUD	ACCT #2208-3888-2	TRAFFIC CONTROL DEVICES	150.92
	PUD	ACCT #2054-1976-5	PUBLIC SAFETY BLDG	204.05
	PUD	ACCT #2023-6855-1	PARK & RECREATION FAC	211.26
	PUD	ACCT #2048-2122-7	TRAFFIC CONTROL DEVICES	212.31
	PUD	ACCT #2020-0032-9	PARK & RECREATION FAC	231.48
	PUD	ACCT #2010-6528-1	PARK & RECREATION FAC	241.35
	PUD	ACCT #2012-4769-9	STREET LIGHTING	274.95
	PUD	ACCT #2023-0972-0	TRAFFIC CONTROL DEVICES	293.93
	PUD	ACCT #2000-7044-9	TRANSPORTATION MANAGEM	300.96
	PUD	ACCT #2010-2160-7	PARK & RECREATION FAC	328.84
	PUD	ACCT #2004-7954-1	COMMUNITY CENTER	368.16
	PUD	ACCT #2010-2169-8	PARK & RECREATION FAC	414.27
	PUD	ACCT #2211-9254-5	PUBLIC SAFETY BLDG	498.51
	PUD	ACCT #2208-2414-8	WASTE WATER TREATMENT F	586.69
	PUD	ACCT #2026-8928-7	WASTE WATER TREATMENT F	725.19
	PUD	ACCT #2011-4725-3	PUMPING PLANT	838.81
	PUD	ACCT #2005-8648-5	SEWER LIFT STATION	986.60
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	1,328.00
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,448.80
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY BLDG	3,334.95
	PUD	ACCT #2213-2008-8	SUNNYSIDE FILTRATION PLAI	3,530.07
	PUD	ACCT #2015-7792-1	PUMPING PLANT	4,200.45
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT F	9,017.46
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT F	13,892.56
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT F	14,132.78



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/26/2018 TO 5/2/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
124420	PUGET SOUND ENERGY	NATURAL GAS CHARGES	GMA - STREET	154.52
124421	PUGET SOUND SECURITY	KEYS MADE	POLICE PATROL	5.46
124422	QUIL CEDA CARVERS	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
124423	ROBBINS, KAYLENE	REFUND CLASS FEES	PARKS-RECREATION	15.00
124424	ROBINSON, MIKE	REIMBURSE SPECIAL EVENT EXPENS	PARK & RECREATION FAC	176.90
124425	ROY ROBINSON	DIAGNOSE AND REPAIR #P146	EQUIPMENT RENTAL	548.67
124426	SAFEWAY INC.	MEETING SUPPLIES	EXECUTIVE ADMIN	28.56
	SAFEWAY INC.		EXECUTIVE ADMIN	39.14
124427	SAFEWAY INC.	MEETING AND INMATE SUPPLIES	DETENTION & CORRECTION	2.50
	SAFEWAY INC.		POLICE ADMINISTRATION	22.98
	SAFEWAY INC.		YOUTH SERVICES	39.42
	SAFEWAY INC.		DETENTION & CORRECTION	75.13
124428	SAFEWAY INC.	SPECIAL EVENT, OPERA, PARKS AN	BAXTER CENTER APPRE	7.69
	SAFEWAY INC.		COMMUNITY CENTER	7.99
	SAFEWAY INC.		RECREATION SERVICES	9.90
	SAFEWAY INC.		RECREATION SERVICES	20.94
	SAFEWAY INC.		OPERA HOUSE	28.69
	SAFEWAY INC.		OPERA HOUSE	29.97
	SAFEWAY INC.		OPERA HOUSE	34.98
	SAFEWAY INC.		RECREATION SERVICES	57.36
	SAFEWAY INC.		RECREATION SERVICES	100.44
	SAFEWAY INC.		RECREATION SERVICES	159.64
124429	SAUNDERS, CARRIE	RENTAL FEE REFUND	PARKS-RENTS & ROYALTIES	202.50
124430	SCCFOA	MISSED MEETING BILLING	CITY CLERK	20.00
124431	SHACKLETON, CORI	PER DIEM 5/8-8/11	POLICE INVESTIGATION	132.50
124432	SHERWIN WILLIAMS	PAINT	UTIL ADMIN	56.93
124433	SIX ROBBLEES INC	LED ADAPTER PLUGS	ER&R	16.02
	SIX ROBBLEES INC	EXTENSIONS	EQUIPMENT RENTAL	110.51
	SIX ROBBLEES INC		EQUIPMENT RENTAL	127.21
	SIX ROBBLEES INC	VALVE CAPS AND EXTENDERS	EQUIPMENT RENTAL	216.75
124434	SMITH, BRAD	PER DIEM 5/21-5/25	POLICE PATROL	280.50
124435	SMOKEY POINT CONCRET	ROCK	SOURCE OF SUPPLY	42.52
	SMOKEY POINT CONCRET	CONCRETE	SEWER SERVICE INSTALLATI	730.97
124436	SNAP-ON INCORPORATED	SCREW GUN AND DRILL	EQUIPMENT RENTAL	301.18
	SNAP-ON INCORPORATED	DRILL KIT AND DRILL	EQUIPMENT RENTAL	317.49
124437	SONITROL	SECURITY PATCHES	PERSONNEL ADMINISTRATIO	109.10
	SONITROL	SECURITY MONITORING SERVICES	UTIL ADMIN	144.56
	SONITROL		COMMUNITY CENTER	154.96
	SONITROL		PUBLIC SAFETY BLDG	177.72
	SONITROL		SUNNYSIDE FILTRATION PLAT	239.00
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL		CITY HALL	361.92
	SONITROL		WASTE WATER TREATMENT F	534.76
	SONITROL	TESTING	MAINT OF GENL PLANT	627.33
124438	SOULE, SUZANNE	MILEAGE REIMBURSEMENT	UTIL ADMIN	19.57
124439	SOUND SAFETY	SHORTS AND JACKET-LEWIS	FACILITY MAINTENANCE	149.16
	SOUND SAFETY	JEANS-STAIR	UTIL ADMIN	179.36
124440	SOUTHERN COMPUTER	CASE	OPERA HOUSE	28.42
	SOUTHERN COMPUTER	IPAD	OPERA HOUSE	345.51
124441	SPRINGBROOK NURSERY	TOPSOIL	ROADSIDE VEGETATION	34.46
	SPRINGBROOK NURSERY	BARK	ROADSIDE VEGETATION	214.05
	SPRINGBROOK NURSERY		ROADSIDE VEGETATION	214.05
	SPRINGBROOK NURSERY		ROADSIDE VEGETATION	214.05
	SPRINGBROOK NURSERY	MULCH	GMA-PARKS	258.48
	SPRINGBROOK NURSERY		GMA-PARKS	258.48
124442	STAN'S RADIATOR	RADIATOR REBUILD	EQUIPMENT RENTAL	1,536.88
124443	STAPLES	CABLES	WATER FILTRATION PLANT	98.12
	STAPLES	OFFICE SUPPLIES	PARK & RECREATION FAC	104.91
124444	STIPEK, WILLIAM & DO	UB REFUND	WATER/SEWER OPERATION	26.51
124445	SUMMIT LAW GROUP	LABOR BARGAINING	PERSONNEL ADMINISTRATIO	530.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/26/2018 TO 5/2/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
124445	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATIO	903.00
124446	SUPERIOR PRINTING	DEPOSIT BAGS	GENERAL FUND	-11.22
	SUPERIOR PRINTING		FINANCE-GENL	134.52
124447	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	CITY HALL	303.96
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG	303.96
124448	TRANSPORTATION, DEPT	GOOD TO GO #P164	POLICE PATROL	2.75
	TRANSPORTATION, DEPT	GOOD TO GO #P147	POLICE PATROL	8.50
124449	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	143.26
124450	US MOWER	BEARINGS, SEAL AND RING	EQUIPMENT RENTAL	193.73
	US MOWER	COUPLERS	EQUIPMENT RENTAL	470.22
	US MOWER	BEARING PLATE, BEARINGS, SEAL	EQUIPMENT RENTAL	682.91
124451	US TENNIS ASSOC	MEMBERSHIP RENEWAL	RECREATION SERVICES	35.00
124452	USDA-APHIS-WILDLIFE	PROFESSIONAL SERVICES	STORM DRAINAGE	1,274.01
124453	UTILITIES UNDERGROUN	EXCAVATION NOTICES	UTILITY LOCATING	753.06
124454	VINYL SIGNS & BANNER	SIGNS	WATER RESERVOIRS	191.99
124455	WASTE MANAGEMENT	YARDWASTE/RECYCLE SERVICE	RECYCLING OPERATION	124,159.84
124456	WASTE MANAGEMENT	MEDICAL WASTE DISPOSAL	STORM DRAINAGE	87.16
124457	WAXIE SANITARY SUPPL	GRIP N GRAB (6)	PARK & RECREATION FAC	122.80
124458	WAYNE'S AUTO DETAIL	OZONE #A007	EQUIPMENT RENTAL	38.19
124459	WETZEL, JAKE	REIMBURSE TRAINING EXPENSE	TRAINING	42.62
124460	WHITE CAP CONSTRUCT	SAFETY GEAR	PARK & RECREATION FAC	376.85
124461	WHITNEY EQUIPMENT CO	IMPELLER	SEWER LIFT STATION	1,885.25


**WARRANT TOTAL:**

**1,873,012.21**

# *Index #6*

**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 5-14-18**

<b>AGENDA ITEM:</b>	
Contract Award: 2018 Striping Program	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b> 
Jake Wetzel, Streets Lead	
<b>DEPARTMENT:</b>	
Streets	
<b>ATTACHMENTS:</b>	
Bid Tab	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
10110564.541000	\$94,218.88
<b>SUMMARY:</b>	
<p>The 2018 Striping Program will involve all striping on city streets for the annual upkeep of centerlines, edge lines, bike lanes, gore lines, and skip lines.</p> <p>The project was advertised on MRSC April 4<sup>th</sup> 2018 through April 18, 2018. The City received 2 bids as shown on the attached bid tabulation. The low bidder was Apply-A-Line at \$94,218.88. The estimate was \$128,453.00 References have been checked and found to be satisfactory.</p>	
Contract Bid:	\$94,218.88
Management Reserve:	\$4,710.94
Construction Total:	\$98,929.82

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the 2018 Striping Program contract with Apply-A-Line in the amount of \$94,218.88 and approve a management reserve of \$4,710.94 for a total allocation of \$98,929.82.

4/18/2018



# 2018 Road RE-Striping

## 2018 Road Re-Striping

**Apparent Low Bid**


Schedule A		Description	Quantity	Units	Engineer's Estimate		Apply-A-Line		Stripe Rite	
Section	Item				Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4(1)	1	PAINT LINE	LF	761,035.00	\$0.13	\$98,934.55	\$0.088	\$66,971.08	\$0.14	\$106,544.90
1-05.5	2	PAINTED WIDE LINE	LF	227,065.00	\$0.13	\$29,518.45	\$0.12	\$27,247.80	\$0.19	\$43,142.35
SCHEDULE A BID						\$128,453.00		\$94,218.88		\$149,687.25
SCHEDULE A TOTAL						\$128,453.00		\$94,218.88		\$149,687.25



# *Index #7*

**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

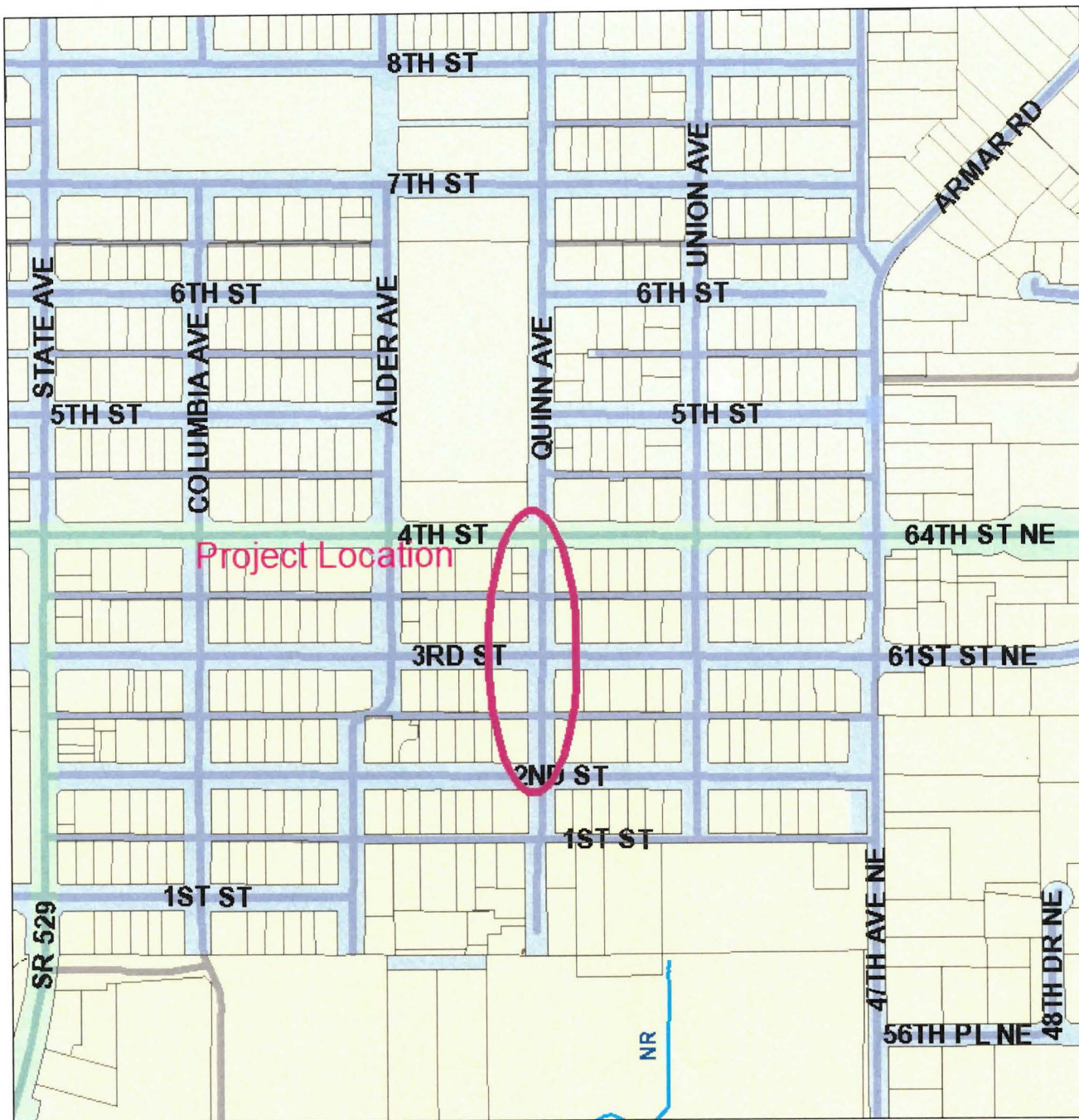
**CITY COUNCIL MEETING DATE: May 14, 2018**

<b>AGENDA ITEM:</b>													
Contract Award; TBD list addition – Quinn Ave Sidewalks (2 <sup>nd</sup> to 4 <sup>th</sup> )													
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>												
Kyle Woods, Project Engineer													
<b>DEPARTMENT:</b>													
Engineering													
<b>ATTACHMENTS:</b>													
Vicinity Map, Certified Bid Tab													
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>												
10110361.549200.M1605	\$230,000.00												
<b>SUMMARY:</b>													
<p>The work of this contract involves the construction of concrete curb, gutter, and sidewalk, along with associated storm facilities, asphalt paving, street signage, and channelization on Quinn Avenue from 2<sup>nd</sup> Street to 4<sup>th</sup> Street.</p> <p>This project is partially funded by the Community Development Block Grant (CDBG). The remaining is funded by Transportation Benenefit District (TBD). Council approval is required to add the project to the list of TBD projects.</p> <p>The project was advertised for an April 24, 2018 bid opening. The City received 9 bids. The low bidder was SRV Construction at \$205,483.20. The engineer's estimate was \$212,317.80. All references have been checked and found to be satisfactory.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Total Bid:</td> <td style="text-align: right;">\$205,483.20</td> </tr> <tr> <td><u>Management Reserve:</u></td> <td style="text-align: right;"><u>\$24,516.80</u></td> </tr> <tr> <td>Total Construction:</td> <td style="text-align: right;">\$230,000.00</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>Community Development Block Grant Funding:</td> <td style="text-align: right;">\$146,000.00</td> </tr> <tr> <td>Total Construction Cost to the TBD:</td> <td style="text-align: right;">\$84,000.00</td> </tr> </table>		Total Bid:	\$205,483.20	<u>Management Reserve:</u>	<u>\$24,516.80</u>	Total Construction:	\$230,000.00			Community Development Block Grant Funding:	\$146,000.00	Total Construction Cost to the TBD:	\$84,000.00
Total Bid:	\$205,483.20												
<u>Management Reserve:</u>	<u>\$24,516.80</u>												
Total Construction:	\$230,000.00												
Community Development Block Grant Funding:	\$146,000.00												
Total Construction Cost to the TBD:	\$84,000.00												

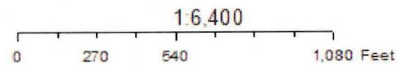
**RECOMMENDED ACTION:**

Staff recommends that Council add the Quinn Ave Sidewalks (2<sup>nd</sup> to 4<sup>th</sup>) project to the list of Transportation Benefit District projects, authorizing the use of TBD funds as a match towards the project.

Staff also recommends that Council authorize the Mayor to sign and execute the Quinn Ave Sidewalks (2<sup>nd</sup> to 4<sup>th</sup>) contract with SRV Construction, Inc. in the amount of \$205,483.20, including Washington State Sales Tax and approve a management reserve of \$24,516.80 for a total allocation of \$230,000.00.



### City of Marysville



**Areas**

- Override 1
- Parcels
- LAKE STEVENS
- MARYSVILLE

**City limits**

- ARLINGTON
- EVERETT

THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, CURRENCY, COMPLETENESS OR QUALITY OF DATA DEPICTED. ANY USER OF THIS DATA ASSUMES ALL RESPONSIBILITY FOR USE THEREOF, AND FURTHER AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THIS DATA.

City of Marysville





Quinn Sidewalk Improvements (2nd to 4th)

Phillip VanHollenbeke  
w/ Brookside Excav.,  
Inc.

SRV Construction, Inc.

Welwest Construction,  
Inc.

SPEC	ITEM	DESCRIPTION	QUANTITY	UNITS	Engineer's Estimate		NPM Construction Co.		Phillip VanHollenbeke w/ Brookside Excav., Inc.		SRV Construction, Inc.		Welwest Construction, Inc.	
					UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE
1-04.4	1	Minor Change	1	EST	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
1-05.5	2	Roadway Surveying	1	LS	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$2,900.00	\$2,900.00	\$3,000.00	\$3,000.00
1-05.18	3	Record Drawings (Min. Bid \$750)	1	LS	\$750.00	\$750.00	\$750.00	\$750.00	\$2,500.00	\$2,500.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00
1-07.15	4	SPCC Plan	1	LS	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00	\$150.00	\$150.00	\$1,000.00	\$1,000.00
1-09.7	5	Mobilization	1	LS	\$15,640.00	\$15,640.00	\$27,000.00	\$27,000.00	\$20,000.00	\$20,000.00	\$23,800.00	\$23,800.00	\$18,000.00	\$18,000.00
1-10.5	6	Project Temporary Traffic Control	1	LS	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$4,500.00	\$4,500.00	\$12,300.00	\$12,300.00	\$15,000.00	\$15,000.00
2-01.5	7	Clearing and Grubbing	1	LS	\$7,500.00	\$7,500.00	\$2,410.00	\$2,410.00	\$7,000.00	\$7,000.00	\$1,700.00	\$1,700.00	\$5,000.00	\$5,000.00
2-02.5	8	Removal of Structures and Obstructions	1	LS	\$5,000.00	\$5,000.00	\$38,403.00	\$38,403.00	\$7,000.00	\$7,000.00	\$9,100.00	\$9,100.00	\$6,000.00	\$6,000.00
2-03.5	9	Roadway Excavation Incl. Haul	300	CY	\$18.00	\$5,400.00	\$47.00	\$14,100.00	\$36.00	\$10,800.00	\$31.00	\$9,300.00	\$34.00	\$10,200.00
2-03.5	10	Unsuitable Foundation Excavation Incl. Haul	10	CY	\$35.00	\$350.00	\$100.00	\$1,000.00	\$36.50	\$365.00	\$29.00	\$290.00	\$50.00	\$500.00
2-09.5	11	Shoring	1	LS	\$1,000.00	\$1,000.00	\$1.00	\$1.00	\$2,500.00	\$2,500.00	\$10.00	\$10.00	\$500.00	\$500.00
4-04.5	12	Crushed Surfacing Base Course	215	TON	\$40.00	\$8,600.00	\$54.00	\$11,610.00	\$40.00	\$8,600.00	\$22.00	\$4,730.00	\$29.00	\$6,235.00
4-04.5	13	Crushed Surfacing Top Course	220	TON	\$40.00	\$8,800.00	\$54.00	\$11,880.00	\$40.00	\$8,800.00	\$23.00	\$5,060.00	\$29.00	\$6,380.00
5-04.5	14	Commercial HMA	145	TON	\$145.00	\$21,025.00	\$162.00	\$23,490.00	\$130.00	\$18,850.00	\$191.00	\$27,695.00	\$200.00	\$29,000.00
7-04.5	15	Schedule A Storm Sewer Pipe 12" Diam.	90	LF	\$60.00	\$5,400.00	\$116.00	\$10,440.00	\$54.00	\$4,860.00	\$52.00	\$4,680.00	\$50.00	\$4,500.00
7-05.5	16	Catch Basin Type 1	4	EA	\$1,500.00	\$6,000.00	\$2,200.00	\$8,800.00	\$1,500.00	\$6,000.00	\$1,380.00	\$5,520.00	\$1,500.00	\$6,000.00
7-05.5	17	Concrete Inlet	1	EA	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$1,700.00	\$1,700.00	\$1,380.00	\$1,380.00	\$1,500.00	\$1,500.00
7-05.5	18	Frame and Solid Locking Cover	4	EA	\$450.00	\$1,800.00	\$600.00	\$2,400.00	\$400.00	\$1,600.00	\$625.00	\$2,500.00	\$500.00	\$2,000.00
7-05.5	19	Connection to Drainage Structure	5	EA	\$750.00	\$3,750.00	\$1,200.00	\$6,000.00	\$750.00	\$3,750.00	\$290.00	\$1,450.00	\$800.00	\$4,000.00
8-01.5	20	Erosion/Water Pollution Control	1	LS	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$4,770.00	\$4,770.00	\$1,000.00	\$1,000.00
8-02.5	21	Topsoil	50	CY	\$60.00	\$3,000.00	\$75.00	\$3,750.00	\$35.00	\$1,750.00	\$53.00	\$2,650.00	\$50.00	\$2,500.00
8-02.5	22	Sod Installation	300	SY	\$15.00	\$4,500.00	\$20.00	\$6,000.00	\$16.20	\$4,860.00	\$12.00	\$3,600.00	\$8.00	\$2,400.00
8-02.5	23	Property Restoration	1	FA	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
8-04.5	24	Cement Conc. Pedestrian Curb	10	LF	\$25.00	\$250.00	\$40.00	\$400.00	\$100.00	\$1,000.00	\$25.00	\$250.00	\$30.00	\$300.00
8-04.5	25	Cement Conc. Traffic Curb and Gutter	850	LF	\$23.30	\$19,975.00	\$37.50	\$31,875.00	\$40.00	\$34,000.00	\$25.00	\$21,250.00	\$30.00	\$25,500.00
8-06.5	26	Cement Conc. Driveway Entrance	137	SY	\$120.00	\$16,440.00	\$70.00	\$9,590.00	\$85.00	\$11,645.00	\$80.00	\$10,960.00	\$81.00	\$11,097.00
8-14.5	27	Cement Concrete Sidewalk	460	SY	\$60.00	\$27,600.00	\$50.00	\$23,000.00	\$70.00	\$32,200.00	\$41.80	\$19,228.00	\$43.00	\$19,780.00
8-14.5	28	Cement Conc. Sidewalk Ramp Type Pependicular A	6	EA	\$2,300.00	\$13,800.00	\$2,615.00	\$15,690.00	\$1,750.00	\$10,500.00	\$2,270.00	\$13,620.00	\$2,000.00	\$12,000.00
8-21.5	29	Permanent Signing	1	LS	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00	\$1,320.00	\$1,320.00	\$3,000.00	\$3,000.00
8-22.5	30	Paint Line	1,408	LF	\$0.85	\$1,196.80	\$1.60	\$2,252.80	\$0.70	\$985.60	\$1.40	\$1,971.20	\$2.00	\$2,816.00
8-22.5	31	Plastic Stop Line	13	LF	\$10.00	\$130.00	\$40.00	\$520.00	\$100.00	\$1,300.00	\$27.50	\$357.50	\$30.00	\$390.00
8-22.5	32	Plastic Yield Ahead Symbol	7	EA	\$40.00	\$280.00	\$40.00	\$280.00	\$150.00	\$1,050.00	\$27.50	\$192.50	\$30.00	\$210.00
8-22.5	33	Removing Paint Line	490	LF	\$1.00	\$490.00	\$4.75	\$2,327.50	\$7.00	\$3,430.00	\$3.60	\$1,764.00	\$5.00	\$2,450.00
8-22.5	34	Removing Plastic Crosswalk Line	47	LF	\$3.00	\$141.00	\$6.00	\$282.00	\$7.00	\$329.00	\$5.00	\$235.00	\$5.00	\$235.00
		<b>Subtotal</b>				<b>\$212,317.80</b>		<b>\$304,451.30</b>		<b>\$236,374.60</b>		<b>\$205,483.20</b>		<b>\$213,493.00</b>
		<b>TOTAL</b>				<b>\$212,317.80</b>								





Quinn Sidewalk Improvements (2nd to 4th)

SPEC	ITEM	DESCRIPTION	QUANTITY	UNITS	Engineer's Estimate		A-1 Landscaping and Construction, Inc.		Complete Landscapes Exc., Inc.		D&G Backhoe, Inc.		McCann Construction Enterprises, Inc.		Northend Excavating, Inc.	
					UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE
1-04.4	1	Minor Change	1	EST	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
1-05.5	2	Roadway Surveying	1	LS	\$2,500.00	\$2,500.00	\$8,500.00	\$8,500.00	\$6,000.00	\$6,000.00	\$10,236.00	\$10,236.00	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00
1-05.18	3	Record Drawings (Min. Bid \$750)	1	LS	\$750.00	\$750.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00
1-07.15	4	SPCC Plan	1	LS	\$500.00	\$500.00	\$3,800.00	\$3,800.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00
1-09.7	5	Mobilization	1	LS	\$15,640.00	\$15,640.00	\$35,000.00	\$35,000.00	\$10,000.00	\$10,000.00	\$22,750.00	\$22,750.00	\$27,000.00	\$27,000.00	\$21,000.00	\$21,000.00
1-10.5	6	Project Temporary Traffic Control	1	LS	\$15,000.00	\$15,000.00	\$28,700.00	\$28,700.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$5,000.00	\$5,000.00
2-01.5	7	Clearing and Grubbing	1	LS	\$7,500.00	\$7,500.00	\$12,500.00	\$12,500.00	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00	\$5,500.00	\$5,500.00	\$1,200.00	\$1,200.00
2-02.5	8	Removal of Structures and Obstructions	1	LS	\$5,000.00	\$5,000.00	\$26,870.00	\$26,870.00	\$6,000.00	\$6,000.00	\$8,000.00	\$8,000.00	\$4,000.00	\$4,000.00	\$16,000.00	\$16,000.00
2-03.5	9	Roadway Excavation Incl. Haul	300	CY	\$18.00	\$5,400.00	\$55.00	\$16,500.00	\$41.25	\$12,378.00	\$35.00	\$10,500.00	\$60.00	\$18,000.00	\$35.00	\$10,500.00
2-03.5	10	Unsuitable Foundation Excavation Incl. Haul	10	CY	\$35.00	\$350.00	\$80.00	\$800.00	\$60.00	\$600.00	\$50.00	\$500.00	\$60.00	\$600.00	\$20.00	\$200.00
2-09.5	11	Shoring	1	LS	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$100.00	\$100.00	\$500.00	\$500.00	\$150.00	\$150.00
4-04.5	12	Crushed Surfacing Base Course	215	TON	\$40.00	\$8,600.00	\$42.00	\$9,030.00	\$46.50	\$9,997.50	\$25.00	\$5,375.00	\$45.00	\$9,675.00	\$30.00	\$6,450.00
4-04.5	13	Crushed Surfacing Top Course	220	TON	\$40.00	\$8,800.00	\$45.00	\$9,900.00	\$46.50	\$10,230.00	\$25.00	\$5,500.00	\$45.00	\$9,900.00	\$30.00	\$6,600.00
5-04.5	14	Commercial HMA	145	TON	\$145.00	\$21,025.00	\$265.00	\$38,425.00	\$145.00	\$21,025.00	\$200.00	\$29,000.00	\$155.00	\$22,475.00	\$250.00	\$36,250.00
7-04.5	15	Schedule A Storm Sewer Pipe 12" Diam.	90	LF	\$60.00	\$5,400.00	\$85.00	\$7,650.00	\$75.00	\$6,750.00	\$75.00	\$6,750.00	\$90.00	\$8,100.00	\$95.00	\$8,550.00
7-05.5	16	Catch Basin Type 1	4	EA	\$1,500.00	\$6,000.00	\$2,200.00	\$8,800.00	\$1,650.00	\$6,600.00	\$1,250.00	\$5,000.00	\$1,500.00	\$6,000.00	\$1,000.00	\$4,000.00
7-05.5	17	Concrete Inlet	1	EA	\$1,500.00	\$1,500.00	\$1,240.00	\$1,240.00	\$1,400.00	\$1,400.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$900.00	\$900.00
7-05.5	18	Frame and Solid Locking Cover	4	EA	\$450.00	\$1,800.00	\$1,680.00	\$6,720.00	\$850.00	\$3,400.00	\$300.00	\$1,200.00	\$350.00	\$1,400.00	\$400.00	\$1,600.00
7-05.5	19	Connection to Drainage Structure	5	EA	\$750.00	\$3,750.00	\$4,600.00	\$23,000.00	\$1,650.00	\$8,250.00	\$1,000.00	\$5,000.00	\$750.00	\$3,750.00	\$250.00	\$1,250.00
8-01.5	20	Erosion/Water Pollution Control	1	LS	\$2,500.00	\$2,500.00	\$11,500.00	\$11,500.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00
8-02.5	21	Topsoil	50	CY	\$60.00	\$3,000.00	\$85.00	\$4,250.00	\$55.00	\$2,750.00	\$35.00	\$1,750.00	\$55.00	\$2,750.00	\$50.00	\$2,500.00
8-02.5	22	Sod Installation	300	SY	\$15.00	\$4,500.00	\$12.00	\$3,600.00	\$14.05	\$4,215.00	\$2.00	\$600.00	\$12.00	\$3,600.00	\$25.00	\$7,500.00
8-02.5	23	Property Restoration	1	FA	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
8-04.5	24	Cement Conc. Pedestrian Curb	10	LF	\$25.00	\$250.00	\$35.00	\$350.00	\$55.00	\$550.00	\$32.50	\$325.00	\$31.00	\$310.00	\$22.00	\$220.00
8-04.5	25	Cement Conc. Traffic Curb and Gutter	850	LF	\$23.50	\$19,975.00	\$38.00	\$32,300.00	\$55.00	\$46,750.00	\$35.00	\$29,750.00	\$35.00	\$29,750.00	\$28.00	\$23,800.00
8-06.5	26	Cement Conc. Driveway Entrance	137	SY	\$120.00	\$16,440.00	\$75.00	\$10,275.00	\$45.00	\$6,165.00	\$91.00	\$12,467.00	\$90.00	\$12,330.00	\$80.00	\$10,960.00
8-14.5	27	Cement Concrete Sidewalk	460	SY	\$60.00	\$27,600.00	\$55.00	\$25,300.00	\$30.00	\$13,800.00	\$75.00	\$34,500.00	\$77.00	\$35,420.00	\$32.00	\$14,720.00
8-14.5	28	Cement Conc. Sidewalk Ramp Type Perpendicular A	6	EA	\$2,300.00	\$13,800.00	\$1,600.00	\$9,600.00	\$1,000.00	\$6,000.00	\$2,000.00	\$12,000.00	\$2,500.00	\$15,000.00	\$2,000.00	\$12,000.00
8-21.5	29	Permanent Signing	1	LS	\$1,500.00	\$1,500.00	\$3,450.00	\$3,450.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00	\$1,750.00	\$1,750.00	\$1,000.00	\$1,000.00
8-22.5	30	Paint Line	1,408	LF	\$0.85	\$1,196.80	\$2.50	\$3,520.00	\$1.60	\$2,252.80	\$1.56	\$2,196.48	\$1.50	\$2,112.00	\$1.00	\$1,408.00
8-22.5	31	Plastic Stop Line	13	LF	\$10.00	\$130.00	\$20.00	\$260.00	\$27.00	\$351.00	\$30.00	\$390.00	\$29.25	\$380.25	\$26.00	\$338.00
8-22.5	32	Plastic Yield Ahead Symbol	7	EA	\$40.00	\$280.00	\$450.00	\$3,150.00	\$35.00	\$245.00	\$30.00	\$210.00	\$29.25	\$204.75	\$100.00	\$700.00
8-22.5	33	Removing Paint Line	490	LF	\$1.00	\$490.00	\$2.00	\$980.00	\$4.25	\$2,082.50	\$4.50	\$2,205.00	\$4.00	\$1,960.00	\$5.00	\$2,450.00
8-22.5	34	Removing Plastic Crosswalk Line	47	LF	\$3.00	\$141.00	\$6.00	\$282.00	\$4.25	\$199.75	\$4.50	\$211.50	\$4.00	\$188.00	\$20.00	\$940.00
		<b>Subtotal</b>				<b>\$212,317.80</b>		<b>\$360,252.00</b>		<b>\$219,591.55</b>		<b>\$240,015.98</b>		<b>\$272,905.00</b>		<b>\$214,686.00</b>
		<b>TOTAL</b>				<b>\$212,317.80</b>										



# *Index #8*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 14, 2018**

<b>AGENDA ITEM:</b>	
Interlocal Agreement Between City of Lake Stevens and the City of Marysville for Outdoor Video Services	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Lauren Woodmansee	Jim Ballew
<b>DEPARTMENT:</b>	
Parks, Culture and Recreation	
<b>ATTACHMENTS:</b>	
Interlocal Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
00110367 376015	\$1,200.00
<b>SUMMARY:</b>	

The City of Lake Stevens has requested Marysville Parks, Culture and Recreation Department's assistance in offering an outdoor movie series for their citizens based on the success of our program. The City of Lake Stevens is hosting two free events on city-owned property. Marysville Parks, Culture and Recreation has agreed to provide equipment and staff to present each film at a cost of \$600.00 per event, payable by the City of Lake Stevens.

Our City Attorney's Office has developed an Interlocal Agreement between the City of Lake Stevens and City of Marysville to clearly define services provided by Marysville Parks, Culture and Recreation and identifies responsibilities of each jurisdiction and associated indemnifications.

The events are scheduled for:

1. Friday, August 10, 2018
2. Friday, August 24, 2018

**RECOMMENDED ACTION:**

Staff recommends the City Council consider authorizing the Mayor to sign the attached Interlocal Agreement between the City of Lake Stevens and the City of Marysville for Outdoor Video Services.

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF LAKE STEVENS  
AND THE CITY OF MARYSVILLE  
FOR OUTDOOR VIDEO SERVICES**

This Interlocal Agreement effective August 10, 2018 between the City of Lake Stevens, a Washington municipal corporation, herein after referred to as “LAKE STEVENS” and the City of Marysville, a Washington municipal corporation, herein after referred to as “MARYSVILLE”, pursuant to the authority granted by Chapter 39.34 RCW.

**W**HEREAS, the City of LAKE STEVENS is the organizer/host jurisdiction of outdoor movie presentations which shall be selected, provided and licensed by City of LAKE STEVENS and presented on August 10 and August 24, 2018; and

**W**HEREAS, the City of LAKE STEVENS is the owner of the property where the movie will be shown to the community for free; and

**W**HEREAS, the City of MARYSVILLE has sufficient OUTDOOR VIDEO equipment, staff and vehicles to provide OUTDOOR VIDEO SERVICES for public events within the City of Marysville and for other Cities as well; and

**W**HEREAS, the City of LAKE STEVENS desires to utilize the City of MARYSVILLE’S OUTDOOR VIDEO SERVICES; and

**W**HEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City of MARYSVILLE to provide OUTDOOR VIDEO SERVICES to the City of LAKE STEVENS to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, LAKE STEVENS and MARYSVILLE agree as follows:

**1. SCOPE OF SERVICES**

- A. MARYSVILLE agrees to provide OUTDOOR VIDEO SERVICES to LAKE STEVENS as defined in this Agreement. MARYSVILLE’S performance of said services under this Agreement may be limited by the availability of MARYSVILLE’S personnel and equipment. MARYSVILLE will notify the City of LAKE STEVENS at least 48 hours before the event if it is not able to provide personnel and/or equipment.
  - 1. MARYSVILLE will provide OUTDOORVIDEO SERVICES to LAKE STEVENS.
  - 2. MARYSVILLE will provide the video and audio equipment including movie

screen, personnel and vehicles to transport the equipment and personnel to LAKE STEVENS. MARYSVILLE personnel will operate the video equipment and vehicles.

- B. LAKE STEVENS will provide the following:
1. An authorized location.
  2. Two (2) 20 amp circuits for event power.
  3. Other services/personnel.
- C. The date for video services (FILM) will be:
1. Friday, August 10, 2018
  2. Friday, August 24, 2018
- E. It is understood and agreed by all parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.
- It is understood and agreed by all parties that LAKE STEVENS staff providing services pursuant to this Agreement are acting in their official capacity as employees of LAKE STEVENS and shall be under the exclusive direction and control of LAKE STEVENS.
- F. LAKE STEVENS and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.
- G. LAKE STEVENS, by this Agreement, and to the extent contained herein, delegates on an as needed, as requested basis to MARYSVILLE the authority to perform on LAKE STEVENS' behalf those services as provided in this Agreement.

## **2. COMPENSATION/FEES**

- A. LAKE STEVENS will pay MARYSVILLE per performance for the use of the employees, equipment and vehicles in the amount of \$600.00 per date.
- B. LAKE STEVENS will pay MARYSVILLE 25% of the event fee in the event LAKE STEVENS cancels an event with less than 12 hours phone notice to MARYSVILLE as provided in Section 8 (C) (2) of this Agreement.
- C. MARYSVILLE shall bill LAKE STEVENS and LAKE STEVENS shall pay MARYSVILLE within thirty (30) days receipt of the bill.

### 3. AMENDMENTS/MODIFICATION

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

### 4. INDEMNIFICATION AND LIABILITY

#### A. Indemnification:

1. LAKE STEVENS will at all times indemnify and hold harmless and defend MARYSVILLE, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of LAKE STEVENS in performance under this agreement.
2. MARYSVILLE will at all times indemnify and hold harmless and defend LAKE STEVENS, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of MARYSVILLE in performance under this agreement.
3. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by MARYSVILLE, LAKE STEVENS, or other person and all property owned or claimed by MARYSVILLE, LAKE STEVENS or affiliate of thereof, or any other person; except for those losses or claims for damages solely caused by the negligence or willful misconduct of MARYSVILLE or LAKE STEVENS, their elected and appointed officials, officers, employees or agents.

#### B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:

1. Waive any defense arising out of RCW Title 51
2. Limit or restrict the ability of any City or employee or legal counsel for any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including, but not limited to, any good faith attempts to seek dismissal or legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

3. Cover or require indemnification or payment of any judgment against any individual or Party for intentional or wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

C. The provisions of this section shall survive the expiration or termination of the Agreement.

## 5. INSURANCE

- A. Both parties to this Agreement shall maintain public liability insurance. Both parties are members and insured through the Washington Cities Insurance Authority (WCIA) and shall maintain their membership throughout the term of this Agreement.
- B. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from the other party. Reduction or cancellation of the insurance shall render this Agreement void.
- C. Upon request by one party to the other, the party receiving such request shall provide to the party making such request proof of insurance coverage from WCIA verifying that party is a covered member in good standing.

## 6. INDEPENDENT CONTRACTOR

- A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between LAKE STEVENS and MARYSVILLE or any of LAKE STEVENS' or MARYSVILLE's agents or employees.

LAKE STEVENS shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by LAKE STEVENS pursuant to this Agreement.

MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement.

- B. Nothing in this Agreement shall make any employee of LAKE STEVENS a MARYSVILLE employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded LAKE STEVENS or employees by virtue of their employment.

Nothing in this Agreement shall make any employee of MARYSVILLE a LAKE STEVENS employee for any purpose, including, but not limited to, withholding of



taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded MARYSVILLE employees by virtue of their employment.

## 7. LEGAL RELATIONS

- A. The prevailing Party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney's fees incurred in such action.
- B. The Parties shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.
- C. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation.

## 8. DURATION/TERMINATION/NOTICE/EMERGENCY NOTICE

- A. This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of six months, subject to renewal.
- B. Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.

### C. Notices

- 1. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:  
6915 Armar Road  
Marysville, WA 98270

City of LAKE STEVENS:  
1812 Main Street, P O Box 257  
Lake Stevens, WA 98258-0257

- 2. Event Cancellation Notice via Phone/Emergency Contact:

The below named individuals are designated as the representatives of the respective parties. The representatives shall be responsible for administration of this Agreement. In the event a representative is changed, the party making the change shall notify the other party.

**MARYSVILLE:**

Name: Lauren Woodmansee, Cultural Arts Supervisor  
Phone Number: 360-363-8408

**LAKE STEVENS:**

Name: Jim Haugen, Parks and Recreation Coordinator  
Phone Number: 425-512-5967

- D. Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 11 of this Agreement.

**9. WAIVER**

No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

**10. ENTIRE AGREEMENT**

This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

**11. PRIVILEGES AND IMMUNITIES**

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers' compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within LAKE STEVENS under the provisions of this Agreement.

**12. THIRD PARTY BENEFICIARY STATUS**

The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

**13. SEVERABILITY**

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

**14. APPROVAL AND FILING**

**APPROVAL AND FILING.** Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

**CITY OF MARYSVILLE**

**CITY OF LAKE STEVENS**

\_\_\_\_\_  
JON NEHRING Mayor

  
\_\_\_\_\_  
JOHN SPENCER Mayor

Date: \_\_\_\_\_, 2018

Date: April 11, 2018

Attest:

Attest:

\_\_\_\_\_  
TINA BROCK Deputy City Clerk

  
\_\_\_\_\_  
KATHY PUGH City Clerk

Approved as to form:

Approved as to form:

\_\_\_\_\_  
JON WALKER City Attorney

  
\_\_\_\_\_  
GRANT K. WEED City Attorney

Attorney for the City of MARYSVILLE

Attorney for City of LAKE STEVENS

# *Index #9*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 14, 2018**

<b>AGENDA ITEM:</b> Amendment of Utility Easement between the City of Marysville and Grace Academy.	
<b>PREPARED BY:</b> Dave Koenig	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Community Development	
<b>ATTACHMENTS:</b> Amendment of Utility Easement City of Marysville document	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

Grace Academy has been working through the permit process to improve and expand their classroom space. This project is taking place on one of their parcels of land (Assessor Parcel #30052300200600) and has been approved through the Condition Use Permit process. It has been determined through the permit process that the City's future pedestrian uses on 84th Street NE will benefit from the conveyance of a perpetual easement to the City for future pedestrian use of the frontage on 84th Street NE. With the easement granted by Grace Academy, the Public Works Department will be able to construct an asphalt pedestrian path from Tuscany Ridge up to the golf course parking on the north side of 84<sup>th</sup> Street NE. The construction of this improvement would occur this summer when the 84th Street NE gets an overlay. The Grace Academy project's impacts on the City's future traffic uses on 84th Street NE and at intersections and roads in the vicinity will be mitigated by payment of the traffic mitigation fees required by the Conditional Use Permit approval. In addition to paying traffic mitigation fees required by the Conditional Use Permit approval, and dedicating the pedestrian easement, Grace is agreeing to pay, prior to occupancy, a per-linear-foot mitigation fee as a pro-rata contribution to the City for the frontage of the lot mentioned above.

**RECOMMENDED ACTION:**

Staff recommends that the City Council authorize the Mayor to sign the Amendment of Utility Easement with Grace Academy.

## EXHIBIT B

After Recording Please Mail to:

Dykes Ehrlichman PS  
P.O. Box 1271  
Freeland, WA 98249

### AMENDMENT OF UTILITY EASEMENT CITY OF MARYSVILLE

THIS INDENTURE made this \_\_\_ day of \_\_\_\_\_, 2018, between GRACE BIBLE CHURCH OF MARYSVILLE, a corporation of the State of Washington, hereinafter referred to as “Grantor;” and the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as “Grantee;” WITNESSETH:

WHEREAS, Grantor conveyed a certain Utility Easement to Grantee across Grantor’s real property, dated May 30, 1990, and recorded at Snohomish County Auditor’s File No. 9006270313, hereinafter referred to as “Utility Easement,” attached hereto as Exhibit 1;

WHEREAS, the Utility Easement included a legal description of Grantor’s servient estate and Grantee’s easement thereon;

WHEREAS, the legal description identifies the Utility Easement in an area ten feet wide along a centerline, for the purposes of operating and maintaining utilities; and

WHEREAS, Grantor and Grantee wish to modify the Utility Easement to also include within the same ten-foot easement an additional perpetual, non-exclusive, appurtenant easement for construction, operation and maintenance of a pedestrian walkway therein;

NOW THEREFORE, Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns and its permittees and licensees, the perpetual right, privilege and authority to construct, alter, improve, repair, and operate and maintain a pedestrian walkway for the benefit of the public, across, under, over and upon the lands described in the Utility Easement, limited to the following three parcels owned by Grantor as they exist at the time this *Amendment of Utility Easement* is signed by Grantor:

Assessor’s Parcel Number:	30052300200600
Assessor’s Parcel Number:	30052300200800
Assessor’s Parcel Number:	30052300200900

Together with the right of ingress to and egress from Grantor’s lands adjacent to the easement for the limited purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating the pedestrian walkway and the right at any time to remove the constructed walkway, hereinafter referred to as the “easement;”

PROVIDED THAT upon completion of pedestrian walkway construction or maintenance within the easement, the City restore Grantor’s adjacent lands to a condition reasonably the same as prior to the Grantee’s construction or maintenance;

## EXHIBIT B

PROVIDED FURTHER THAT Grantee agrees to construct and utilize the easement in compliance with all applicable federal, state and local laws, including without limitation obtaining all necessary permits at Grantee's sole expense.

Grantee shall be solely responsible for maintenance and/or repair of Grantee's work, construction or repairs within the easement, without cost to Grantor. Grantee agrees not to

Grantor reserves the right to use the surface of the above-described easement for purposes that do not interfere physically with use of the easement for a pedestrian walkway or other uses set forth in the Utility Easement, including but not limited to the following allowed uses: ingress, egress and underground utilities serving Grantor's real property, PROVIDED Grantor shall not erect any buildings or structures within the easement.

The rights, title, privilege and authority granted herein shall continue until such time as Grantee, its successors and/or assigns, shall permanently remove the pedestrian walkway from the easement or shall otherwise permanently abandon said lines, at which time all rights, title, privileges and authority granted herein shall terminate.

Grantor covenants with Grantee that Grantor is lawfully seized and possessed of the servient estate underlying the easement; has a good and lawful right and power to convey the easement; and that the easement is free and clear of encumbrances, except as above indicated or otherwise are a matter of public record; and that Grantor will forever warrant and defend the title to the easement and the quiet possession thereof against the lawful claims and demands of all persons.

Grantee, by accepting and acknowledging this *Amendment of Utility Easement*, hereby agrees to indemnify, defend and save harmless Grantor from and against any and all liability, loss, damage, expense, actions and claims, for personal injury and property damage, both real and personal (including costs and reasonable attorney's fees) asserted or arising on account of or out of the acts or omissions of Grantee and Grantee's agents, contractors, subcontractors, employees, permittees or invitees, including the public, in the exercise of the rights granted herein; PROVIDED those that arise from the sole negligence of Grantor or Grantor's agents, employees or invitees are excluded from Grantee's indemnification and hold harmless; PROVIDED FURTHER, in the event of concurrent negligence of Grantor and Grantee, each party shall be responsible based upon the percentage of fault attributed to it.

This conveyance shall be a covenant running with the land and the respective rights and obligations of Grantor and Grantee herein shall inure to the benefit of and be binding upon their respective heirs, successors and/or assigns. Any mortgage on Grantor's servient estate is hereby subordinated to the rights of Grantee herein, but in all other respects the mortgage shall remain unimpaired.

All other terms and conditions of the Utility Easement that are not in conflict with the terms and conditions herein shall remain in force and effect.

IN AGREEMENT AND IN WITNESS WHEREOF, this instrument has been executed the day and year last written, below:

**EXHIBIT B**

**GRACE BIBLE CHURCH OF MARYSVILLE,  
GRANTOR:**

By: \_\_\_\_\_  
Jim Martin  
Chairman of the Board of Elders  
Its Authorized Representative

DATE: \_\_\_\_\_, 2018

**APPROVED,  
CITY OF MARYSVILLE, GRANTEE:**

By: \_\_\_\_\_  
Jon Nehring, Mayor

DATE: \_\_\_\_\_, 2018

**ATTEST:  
MARYSVILLE CITY CLERK**

\_\_\_\_\_  
Jan Berg

DATE: \_\_\_\_\_, 2018



**EXHIBIT B**

STATE OF WASHINGTON    )  
  )ss  
COUNTY OF SNOHOMISH    )

I certify that I know or have satisfactory evidence that JIM MARTIN is the person who appeared before me, to me known to be the representative for Grace Bible Church of Marysville that executed the foregoing instrument, and on oath stated that he is authorized to execute the instrument for the uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Washington  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF SNOHOMISH    )

I certify that I know or have satisfactory evidence that JON NEHRING, Mayor of the City of Marysville, signed this instrument and on oath stated that he was authorized to execute the instrument for the uses and purposes mentioned in the instrument


Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public for the State of Washington.  
My appointment expires: \_\_\_\_\_

# *Index #10*

**CITY OF MARYSVILLE**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 14, 2018**

<b>AGENDA ITEM:</b> Rescind and replace easement serving City property identified by APN 29050200302400	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> Angela Gemmer, Senior Planner	<b>APPROVED BY:</b> 	
<b>ATTACHMENTS:</b> 1. Easement recorded under Auditor's File Number (AFN) 200008280764, 200301100513, and corrected under 200410040255 2. 'Release of easement' for the easement recorded under AFN 200008280764, 200301100513, and corrected under 200410040255 3. King – City of Marysville proposed ingress, egress, and utilities easement 4. Boundary line adjustment map (preliminary) 5. Delineated critical areas map 6. Title report for City of Marysville property – Assessor's Parcel Number 29050200302400 7. Title report for King properties – Assessor's Parcel Numbers 29050300405000 and 29050300402100	<b>MAYOR</b>	<b>CAO</b>
	<b>AMOUNT:</b>	
<b>BUDGET CODE:</b>		

**DESCRIPTION:**

The City of Marysville owns an approximately 9 ½ acre parcel of property located east of Sunnyside Boulevard and north of 29<sup>th</sup> Place NE, identified by Assessor's Parcel Number (APN) 29050200302400. This property was acquired by the City of Marysville through the Snohomish County Conservation Futures Program. A 60-foot wide easement for ingress, egress and utilities was granted over the King property to the City-owned parcel via 66<sup>th</sup> Avenue NE, which is depicted on the attached preliminary boundary line adjustment and critical areas maps.

The City-owned parcel is largely encumbered by critical areas, a known eagle's nest, and is virtually undevelopable; therefore, the existing 60-foot easement is unnecessary. A reduced easement width of 20 feet is sufficient to allow access to the City-owned property for future passive recreation and align with the intended use of the property.

**RECOMMENDED ACTION:**

Authorize the mayor to execute both the 'release of easement' rescinding the 60-foot easement recorded under AFN 200410040255, and the 20-foot ingress, egress, and utilities replacement easement; said documents are to be recorded concurrently with the preliminary boundary line adjustment.

**COUNCIL ACTION:**



200410040255 6 PGS  
10-04-2004 10:16am \$24.00  
SNOHOMISH COUNTY, WASHINGTON

**NO EXCISE TAX  
REQUIRED**

JAN 10 2003

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI  
~~USE TAX  
WIRE~~

**OCT 04 2004**

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

200301100513

After Recording Return To  
Snohomish County Parks and Recreation  
3000 Rockefeller MS 303  
Everett, WA 98201

200301100513 200301100513  
01/10/2003 01:22 PM Snohomish  
P.0005 RECORDED County

**EASEMENT**

Reference #:

Grantor: Thomas L. and <sup>Stacey</sup> Stacy King, Virginia C King  
Grantee: Snohomish County, a political subdivision of the State of Washington  
Legal Description (abbreviated): Ptn. SE 1/4 SE 1/4 Sec 3, Twp. 29 N, R 5, EWM  
Assessor's Tax Parcel ID #: Ptn 29050300404700, 29050300402100, 29050300405000  
Assessor's Tax Parcel ID #.

**KNOW ALL MEN BY THESE PRESENTS** that the Grantors, THOMAS L. KING and STACY KING, husband and wife, and VIRGINIA C. KING, as her separate estate, for and in consideration of TEN DOLLARS and other valuable consideration, hereby grant and convey to SNOHOMISH COUNTY, a political subdivision of the State of Washington, referred to as Grantee, a perpetual, non-exclusive easement for public use for utilities, ingress and egress over, under and across the following described real property, together with any after-acquired interest therein:

See Exhibit A attached hereto and incorporated herein by this reference

[remainder of page intentionally left blank ]

OLD REPUBLIC TITLE LTD. 615838

*re-record to correct  
Legal description*

Easement  
Page 1



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

On this day personally appeared before me VIRGINIA C. KING, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 9 day of January, 2003.

Patty McCarty  
Printed: Patty McCarty  
NOTARY PUBLIC in and for Washington  
Residing at Snohomish  
My commission expires: 6-1-03

Accepted By

Gary Weikel  
Robert J. Drewel  
Snohomish County Executive  
for GARY WEIKEL  
Deputy Executive

**200301100513**

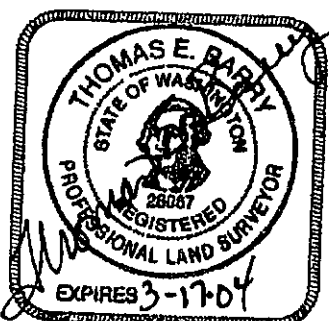
## EXHIBIT A

Exhibit No. 1  
Easement Grant

A non-exclusive easement for ingress, egress and utilities over, under, across and through that portion of the Northeast quarter of the Southeast Quarter and the Southeast quarter of the Southeast quarter of Section 3, Township 29 North, Range 5 East, W.M. described as follows;

**Commencing** at the Southeast corner of said Section 3; thence North  $0^{\circ}34'43''$  West, along the East line of said Section 3, a distance of 1287.26 feet to the Northeast corner of said Southeast quarter of the Southeast quarter; thence North  $0^{\circ}34'43''$  West, a distance of 32.74 feet to the Northeast corner of that certain parcel of land conveyed to Thomas and Stacey King by Quit Claim Deed recorded under Auditor File No. 8109250158 and the **True Point of Beginning**; thence North  $89^{\circ}04'43''$  West; along the north line of that certain parcel of land conveyed to Thomas and Stacey King by Quit Claim Deed recorded under Auditor File No. 8109250158, a distance of 319.02 feet; thence South  $0^{\circ}34'43''$  East, parallel with the East line of the Southeast quarter of the Southeast quarter of said Section 3, a distance of 60.02 feet, thence South  $89^{\circ}04'43''$  East, parallel with the North line of the said parcel conveyed to Thomas and Stacey King, a distance of 221.60 feet, thence on a curve to the right, which center to said curve bears South  $0^{\circ}55'17''$  West, having a radius of 100.00 feet, an arc distance of 154.46 feet to the East line of said subdivision, thence North  $0^{\circ}34'43''$  West, along said East line of said subdivision, a distance of 157.44 feet to the **True Point of Beginning**.

November 25, 2002  
02058  
Revision #1



11-26-02

**200301100518**

**EXHIBIT B**  
**to**  
**Easement**

All that portion of the Southwest quarter of the Southwest quarter of Section 2, Township 29 North, Range 5 East, W M , in Snohomish County, Washington, described as follows.

Beginning at the Southwest corner of said Southwest quarter of the Southwest quarter;  
THENCE Northerly parallel to the Westerly section line 660 feet to the True Point of Beginning,

THENCE continue Northerly parallel to said Westerly section line 660 feet to the South line of the Northwest quarter of the Southwest quarter of said Section 2,

THENCE Easterly parallel to the South line of said Section 660 feet,

THENCE Southerly parallel to the Westerly section line 660 feet,

THENCE Westerly parallel to the South line of said Section 660 feet to the True Point of Beginning,

EXCEPT roads,

AND EXCEPT that portion lying East of the Property Line described under Auditor's File Number 21090692.

2190692

**ABBREVIATED LEGAL**

Portion of the Southwest quarter of the Southwest quarter of Section 2, Township 29 North, Range 5 East, W M

Tax Account No 290502-003-024-00

**200301100513**



Unrecorded Document

STATE OF WASHINGTON } ss  
COUNTY OF SNOHOMISH }

I, Bob Terwilliger, Snohomish County Auditor, do hereby certify that the foregoing instrument is a true and correct copy of the document now on file or recorded in my office

In witness whereof, I hereunto set my hand this 7th day of SEPTEMBER 2004

BOB TERWILLIGER, County Auditor

James J. ... Deputy



When Recorded, Return to:

CITY OF MARYSVILLE  
80 COLUMBIA AVE.  
Marysville, WA

### RELEASE OF EASEMENT

Grantor:	<u>City of Marysville</u>	
Grantee:	<u>Thomas King</u>	<u>Kings Royal Reds, LLC</u>
Legal:	AFN 8006030146	
Abbreviated Legal:	<u>PTN of SE ¼, SE ¼ and NE ¼, SE ¼ Section 3, T 29 N R 5 E</u>	
Assessor's Tax Parcel ID #:	<u>29050300402100 &amp; 29050300405000</u>	
Reference Nos. of Documents Released or Assigned:	_____	

This Release of Easement, dated for reference purposes as of \_\_\_\_\_, 2018, and is entered into by and between the CITY OF MARYSVILLE, a Washington municipal corporation (the "**City**") and Tom King, Kings Royal Reds, LLC (the "**Grantees**").

#### RECITALS

A. The Grantees are the owners of the property legally described as the Virginia C. King First Party Ownership After Adjustment, at page 2 of 3, in accordance with that certain Boundary Line Adjustment, under Auditors File No. 8006030146, records of Snohomish County, WA. (the "**Grantees Property**")

B. The Grantees granted the City an easement on the Grantees Property for ingress, egress and utilities, as described under Auditors File No's 200301100513, 200008280764 and corrected under 200410040255, and portion rescinded under Auditor File No. 200311180470, records said county. (the "**Easement Area**")

C. The grantees have requested that the **Easement Area** be released from the burdens of their servient tenement.

D. The City has agreed to release the **Easement Area**, as set forth and described herein, subject to the following condition:

The **Grantees** shall convey an ingress, egress and utility easement to the **city**, which will benefit tax parcel number 29050200301600. The easement shall be as described and as shown on the **City of Marysville Boundary Line Adjustment File No. 18-002**, as to be recorded.

**AGREEMENTS**

1. The City hereby rescinds, vacates and releases its Easement interest in the *Easement Area* and hereby conveys and quit claims its Easement interest thereto to the Grantee, subject to the conditions herein.

2. The Grantees hereby accepts the Easement Area "AS IS", "WHERE IS" and "WITH ALL FAULTS", and the City expressly disclaims all warranties, express or implied, relating to the condition, habitability, quality, value, suitability for development or any other characteristics of the Easement Area.

3. The grantees agrees to hold harmless and indemnify the City, its officers, employees, and agents from any and all claims for damages, demands, or causes of action, whether to persons or property, that are in any manner incident to the Easement Area.

Dated as of the date first set forth above.

**GRANTOR**

\_\_\_\_\_  
City of Marysville

\_\_\_\_\_  
Its

STATE OF WASHINGTON }  
COUNTY OF SNOHOMISH } ss.

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of the City of Marysville, the Washington municipal corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein mentioned, and on oath stated that (s)he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Printed Name \_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF WASHINGTON )  
 )SS.  
COUNTY OF SNOHOMISH)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT **Thomas L. King** ARE THE PERSON(S) WHO APPEARED BEFORE ME AND SAID PERSON(S) ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

\_\_\_\_\_  
(NOTARY NAME TO BE PRINTED)  
RESIDING AT: \_\_\_\_\_  
MY APPOINTMENT EXPIRES \_\_\_\_\_

GRANTEES

\_\_\_\_\_  
Thomas L. King Date

\_\_\_\_\_  
Kings Royal Reds, LLC Date

STATE OF WASHINGTON )  
 )SS.  
COUNTY OF SNOHOMISH )

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE \_\_\_\_\_ OF **Kings Royal Reds, LLC**, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

\_\_\_\_\_  
(NOTARY NAME TO BE PRINTED)  
RESIDING AT: \_\_\_\_\_  
MY APPOINTMENT EXPIRES \_\_\_\_\_

After recording mail to:  
 City of Marysville  
 Real Property Manager  
 80 Columbia Ave.  
 Marysville, WA

**Grantor:** Thomas L. King and Kings Royal Reds, LLC

**Grantee:** City of Marysville, Washington

**Legal:** AFN 8006030146

**Abbreviated Legal:** PTN of SE ¼, SE ¼ and NE ¼ , SE ¼ Section 3, T 29 N R 5 E

**Assessor's Tax Parcel ID #:** 29050300402100 & 29050300405000

### E A S E M E N T

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between Thomas L. King and Kings Royal Reds, LLC referred to as "Grantors" and the City of Marysville, Washington, hereinafter referred to as "Grantees or City." Whereas, the grantors have ownership of those certain parcels of land as described in the attached Exhibit A, incorporated by reference herein. Whereas, the grantees have ownership of that certain parcel of land described in the attached Exhibit B, incorporated by reference herein.

In consideration of mutual benefits to be derived and in consideration of the performance of the covenants, terms and conditions hereinafter set forth, Grantor hereby conveys and warrants the following Easement:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER, ACROSS AND THROUGH THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS;

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE NORTH 0°34'43" WEST, ALONG THE EAST LINE THEREOF, A DISTANCE OF 1320.00 FEET TO THE SOUTHEAST CORNER OF PLAT OF SUNSET BOULEVARD, IN ACCORDANCE THEREOF, AS RECORDED UNDER AUDITOR FILE NO. 200211135005, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING THE **TRUE POINT OF**

**BEGINNING;** THENCE NORTH 89°04'43" WEST, ALONG THE SOUTH LINE OF SAID PLAT, A DISTANCE OF 319.02 FEET TO THE WEST MARGIN OF 66<sup>TH</sup> AVE NE. AS SHOWN ON SAID PLAT OF SUNSET BOULEVARD; THENCE SOUTH 0°55'17" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°04'43" EAST, PARALLEL WITH THE SAID SOUTH LINE OF PLAT, A DISTANCE OF 259.54 FEET; THENCE SOUTH 55°50'42" EAST, A DISTANCE OF 72.98 FEET TO THE EAST LINE OF SAID SECTION 3; THENCE NORTH 0°34'43" WEST, ALONG SAID EAST LINE, A DISTANCE OF 60.02 FEET TO THE **POINT OF BEGINNING.**

and is depicted on the City of Marysville Boundary Line Adjustment File #18-002 "Thomas King and Kings Royal Reds" Survey Map, as shall be recorded, hereby incorporated by reference herein.

This Easement is granted subject to and conditioned upon the following terms, conditions and covenants which both Grantor and City hereby promise to faithfully and fully observe and perform:

1. Grantor shall at all times conduct its activities and all other activities conducted on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements, or other facilities, now or hereafter maintained upon the Easement, or in any way interfere with, obstruct or endanger the City's use of the Easement.

2. Prior to any construction, work or any other activity by Grantor within the Easement, notification and plans for the same shall be submitted in writing to the City by Grantor. No such construction, work or activity by Grantor shall be commenced unless the Grantor can demonstrate to the satisfaction of the City Engineer that such construction, work or activity does not and will not interfere with the City's Easement rights and has obtained the City Engineer's prior written approval, which approval shall not be unreasonably withheld, delayed, or conditioned.

3. Grantor hereby authorizes City to cut, trim and remove any and all brush, trees, other vegetation or debris upon the Easement and the right of ingress, egress and utilities.

4. Prior to the City conducting any activity within the Easement area, such as, but not limited to, maintenance and repair work, it shall notify the Grantor in advance and obtain the

Grantor's written approval, which may contain conditions on hours and traffic control, and which written approval shall not be unreasonably withheld or delayed.

5. Grantor does release, indemnify and promise to defend and save harmless the City, its officers, employees and agents from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the City, its officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of Grantor's use or activity within the above-described Easement. The City does release, indemnify and promise to defend and save harmless the Grantor, its officers, employees, agents, successors, assigns and lessees of the property across which the Easement extends from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the Grantor, its officers, employees, agents, successors, assigns and lessees of the property across which the Easement extends in defense thereof, asserting or arising directly or indirectly on account of or out of the City's use or activity within the above-described Easement.

6. The Grantor also covenants to the City that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to grant this Easement; that same is free and clear of encumbrances, and that Grantor will forever warrant and defend the title to said Easement and the quiet possession thereof against the lawful claims and demands of all other persons whomsoever.

7. The Easement and the rights and obligations of the Grantor and City contained herein shall run with the land and inure to the benefit of and be binding upon their respective heirs, successors and assigns.

8. In the event that a dispute under this Easement arises between the parties, both parties agree to work diligently and expeditiously to resolve that dispute. If a dispute arises, at the request



of one party, both parties shall meet, within three (3) days to discuss the substance of the issue(s) in dispute. In the event that the parties are unsuccessful in resolving the dispute(s) at the initial meeting, within three (3) days thereafter, the Grantor’s Director of Engineering, or his designee, and the City’s Director of Public Works, or his designee, shall meet to discuss the substance of the issue(s) in dispute. Terms of solving the dispute will be agreed upon within 3 days after meeting.

Executed as of the date hereinabove set forth.

GRANTORS

-----  
Thomas L. King

-----  
Date

-----  
Kings Royal Reds, LLC

-----  
Date

-----  
Its

GRANTEES

-----  
City of Marysville, Washington

-----  
Title

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON        )  
  :ss.  
County of Snohomish        )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of Kings Royal Reds, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature of  
Notary Public: \_\_\_\_\_

Notary (print name) \_\_\_\_\_

Residing at \_\_\_\_\_

My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 )SS.  
COUNTY OF SNOHOMISH )

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Thomas L. King ARE THE PERSON(S) WHO APPEARED BEFORE ME AND SAID PERSON(S) ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

\_\_\_\_\_  
(NOTARY NAME TO BE PRINTED) \_\_

RESIDING AT: \_\_\_\_\_

MY APPOINTMENT EXPIRES \_\_\_\_\_

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 )SS.  
County of Snohomish )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the City of Marysville to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature of  
Notary Public: \_\_\_\_\_

Notary (print name) \_\_\_\_\_

Residing at \_\_\_\_\_

My appointment expires: \_\_\_\_\_

## EXHIBIT A

GRANTOR'S PARCEL FOR GRANT OF EASEMENT TO CITY OF MARYSVILLEParcel A:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST W.M., DESCRIBED AS FOLLOWS;

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE NORTH 0°34'43" WEST ALONG THE EAST LINE OF SAID SECTION 3, FOR A DISTANCE OF 822.55 FEET, TO THE SOUTHEAST CORNER OF PARCEL "A" OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT, RECORDED UNDER AUDITOR'S FILE NO. 800603146, RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING THE **TRUE POINT OF BEGINNING**; THENCE NORTH 89°04'43" WEST, ALONG THE SOUTH LINE OF SAID PARCEL "A" , A DISTANCE OF 438.35 FEET; THENCE NORTH 0°55'17"EAST, A DISTANCE OF 285.75 FEET; THENCE NORTH 43°04'21" EAST, A DISTANCE OF 61.41 FEET; THENCE NORTH 0°55'17" EAST, A DISTANCE OF 165.99 FEET, TO THE SOUTH LINE OF PLAT OF SUNSET BOULEVARD, AS RECORDED UNDER AUDITOR'S FILE NO. 200211135005, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE SOUTH 89°04'43" EAST, ALONG SAID SOUTH LINE OF PLAT, A DISTANCE OF 384.12 FEET TO THE SOUTHEAST CORNER OF SAID PLAT; THENCE SOUTH 0°34'43" EAST, ALONG THE EAST LINE OF SAID SECTION 3, FOR A DISTANCE OF 497.45 FEET, TO THE **POINT OF BEGINNING**.

Parcel B:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST W.M., DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE NORTH 0°34'43" WEST, ALONG THE EAST LINE OF SAID SECTION 3, FOR A DISTANCE OF 822.55 FEET TO THE SOUTHEAST CORNER OF PARCEL "A" OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT, RECORDED UNDER AUDITOR'S FILE NO. 800603146, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE NORTH 89°04'43" WEST, ALONG THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 438.35 FEET, TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 89°04'43" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 76.50 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 0°55'17" EAST, ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 169.75 FEET; THENCE NORTH 89°04'43" WEST, A DISTANCE OF 266.50 TO THE NORTHEASTERLY

MARGIN OF PUBLIC ROAD KNOWN AS "SUNNYSIDE BOULEVARD"; THENCE NORTH 44°33'25" WEST ALONG SAID MARGIN, A DISTANCE OF 33.07 FEET; THENCE CONTINUING ALONG SAID MARGIN, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1116.30 FEET AND A CENTRAL ANGLE OF 2°38'03", AN ARC DISTANCE OF 51.32 FEET TO THE SOUTHWEST CORNER OF PARCEL "A" OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT NO. 108-81, RECORDED UNDER AUDITOR'S FILE NO. 81092202220, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE SOUTH 89°04'43" EAST, ALONG THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 186.83 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH 0°55'17" EAST, ALONG THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 267.52 FEET TO THE SOUTH LINE OF THE PLAT OF SUNSET BOULEVARD, AS RECORDED UNDER AUDITOR'S FILE NO. 200211135005, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE SOUTH 89°04'43" EAST, ALONG THE SOUTH LINE OF SAID PLAT, A DISTANCE OF 256.72 FEET; THENCE SOUTH 0°55'17" WEST, A DISTANCE OF 165.99 FEET; THENCE SOUTH 43°04'21" WEST, A DISTANCE OF 61.41 FEET; THENCE SOUTH 0°55'17" WEST, A DISTANCE OF 285.75 FEET TO THE **POINT OF BEGINNING**.

## EXHIBIT B

GRANTEE'S PARCEL FOR GRANT OF EASEMENT TO CITY OF MARYSVILLE

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;  
THENCE NORTHERLY PARALLEL TO WESTERLY SECTION LINE 660 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUE NORTHERLY PARALLEL TO WESTERLY SECTION LINE 660 FEET TO SOUTH LINE OF NORTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.;  
THENCE EASTERLY PARALLEL TO SOUTH LINE OF SAID SECTION 660 FEET;  
THENCE SOUTHERLY PARALLEL TO WESTERLY SECTION LINE 660 FEET;  
THENCE WESTERLY PARALLEL TO SOUTH LINE OF SAID SECTION 660 FEET TO TRUE POINT OF BEGINNING, EXCEPT ROADS.

EXCEPT THAT PORTION LYING EAST OF THE PROPERTY LINE DESCRIBED IN A.F.N. 2190692.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

CITY OF MARYSVILLE BLA 18-002

LEGAL DESCRIPTION PARCEL "A" BEFORE BOUNDARY LINE ADJUSTMENT

PARCEL A-KINGS ROYAL REDS, LLC OWNERSHIP

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST W.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE NORTH 0°33'59" WEST, ALONG THE EAST LINE OF SAID SECTION 3, FOR 822.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°03'59" WEST 514.88 FEET; THENCE NORTH 0°56'01"EAST 170.13 FEET; THENCE SOUTH 89°03'59" WEST 267.37 FEET TO THE NORTHEASTERLY MARGIN OF THE COUNTY ROAD RIGHT OF WAY; THENCE NORTH 44°33' WEST ALONG SAID MARGIN, 31.79 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1116.03 FEET AND CONSUMING AN ANGLE OF 2°42'11", FOR 52.65 FEET; THENCE SOUTH 89°03'59" EAST 360.0 FEET; THENCE NORTH 0°56'01" EAST 90.0 FEET TO A FENCE LINE; THENCE SOUTH 89°03'59" EAST, ALONG SAID FENCE LINE, 254.49 FEET TO A POINT THAT BEARS SOUTH 2°16'25" EAST 177.82 FEET FROM A POINT ON THE NORTH LINE OF SAID SE 1/4 OF THE SE 1/4 THAT IS 224.0 FEET WESTERLY OF THE NORTHEAST CORNER THEREOF; THENCE NORTH 2°16'25" WEST 177.82 FEET; THENCE EASTERLY 224.0 FEET TO THE NORTHEAST CORNER OF SAID SE 1/4 OF THE SE 1/4; THENCE SOUTHERLY 497.84, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

(LEGAL DESCRIPTION PER BLA AFN 8006030146)

LEGAL DESCRIPTION PARCEL "A" AFTER BOUNDARY LINE ADJUSTMENT

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE NORTH 0°34'43" WEST ALONG THE EAST LINE OF SAID SECTION 3, FOR A DISTANCE OF 822.55 FEET, TO THE SOUTHEAST CORNER OF PARCEL "A" OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT, RECORDED UNDER AUDITOR'S FILE NO. 800603146, RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89°04'43" WEST, ALONG THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 438.35 FEET; THENCE NORTH 0°55'17"EAST, A DISTANCE OF 285.75 FEET; THENCE NORTH 43°04'21" EAST, A DISTANCE OF 61.41 FEET; THENCE NORTH 0°55'17" EAST, A DISTANCE OF 165.99 FEET, TO THE SOUTH LINE OF PLAT OF SUNSET BOULEVARD, AS RECORDED UNDER AUDITOR'S FILE NO. 200211135005, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE SOUTH 89°04'43" EAST, ALONG SAID SOUTH LINE OF PLAT, A DISTANCE OF 384.12 FEET TO THE SOUTHEAST CORNER OF SAID PLAT; THENCE SOUTH 0°34'43" EAST, ALONG THE EAST LINE OF SAID SECTION 3, FOR A DISTANCE OF 497.45 FEET, TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH EASEMENTS FOR INGRESS, EGRESS AND UTILITIES AS SHOWN HEREIN.

LEGAL DESCRIPTION PARCEL "B" BEFORE BOUNDARY LINE ADJUSTMENT

PARCEL B-TOM KING OWNERSHIP

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE NORTH 0°33'59" WEST ALONG THE EAST LINE OF SAID SECTION 1320.00 FEET; THENCE NORTH 89°03'59" WEST 224.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°03'59" WEST 416.87 FEET; THENCE SOUTH 0°56'01" WEST 177.54 FEET; THENCE SOUTH 89°03'59" EAST 426.82 FEET TO A POINT THAT BEARS SOUTH 2°16'25" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 2°16'25" WEST 177.82 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE NORTH 0°33'59" WEST ALONG THE EAST LINE OF SAID SECTION 3, 822.60 FEET; THENCE NORTH 89°03'59" WEST 514.88 FEET; THENCE NORTH 0°56'01" EAST 170.13 FEET; THENCE NORTH 89°03'59" WEST 267.37 FEET TO THE NORTHEASTERLY MARGIN OF THE COUNTY ROAD RIGHT OF WAY; THENCE NORTH 44°33' WEST ALONG SAID MARGIN 31.79 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1116.03 FEET AND CONSUMING AN ANGLE 2°42'11" FOR 52.65 FEET; THENCE SOUTH 89°03'59" EAST 187.67 FEET TO A POINT THAT BEARS SOUTH 0°56'01" WEST FROM A POINT HEREINAFTER REFERRED TO AS POINT "A" THAT IS NORTH 0°33'59" WEST 1320.00 FEET AND NORTH 89°03'59" WEST 640.87 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 3, SAID POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE NORTH 0°56'01" EAST 90.00 FEET TO A POINT THAT IS 177.54 FEET SOUTHERLY OF THE HEREIN DESCRIBED POINT "A", SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 0°56'01" EAST 90.00 FEET TO THE HEREIN DESCRIBED POINT "B"; THENCE SOUTH 89°03'59" EAST 172.33 FEET TO A POINT THAT IS 360.00 FEET EASTERLY OF THE COUNTY ROAD RIGHT OF WAY; THENCE NORTH 0°56'01" EAST 90.00 FEET TO A POINT THAT BEARS SOUTH 89°03'59" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 89°03'59" WEST 172.33 FEET TO THE TRUE POINT OF BEGINNING;

(LEGAL DESCRIPTION PER BLA AFN 8109220220)

LEGAL DESCRIPTION PARCEL "B" AFTER BOUNDARY LINE ADJUSTMENT

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE NORTH 0°34'43" WEST, ALONG THE EAST LINE OF SAID SECTION 3, FOR A DISTANCE OF 822.55 FEET TO THE SOUTHEAST CORNER OF PARCEL "A" OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT, RECORDED UNDER AUDITOR'S FILE NO. 800603146, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE NORTH 89°04'43" WEST, ALONG THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 438.35 FEET, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°04'43" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 76.50 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 0°55'17" EAST, ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 169.75 FEET; THENCE NORTH 89°04'43" WEST, A DISTANCE OF 266.50 TO THE NORTHEASTERLY MARGIN OF PUBLIC ROAD KNOWN AS "SUNNYSIDE BOULEVARD"; THENCE NORTH 44°33'25' WEST ALONG SAID MARGIN, A DISTANCE OF 33.07 FEET; THENCE CONTINUING ALONG SAID MARGIN, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1116.30 FEET AND A CENTRAL ANGLE OF 2°38'03", AN ARC DISTANCE OF 51.32 FEET TO THE SOUTHWEST CORNER OF PARCEL "A" OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT NO. 108-81, RECORDED UNDER AUDITOR'S FILE NO. 81092202220, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE SOUTH 89°04'43" EAST, ALONG THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 186.83 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH 0°55'17" EAST, ALONG THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 267.52 FEET TO THE SOUTH LINE OF THE PLAT OF SUNSET BOULEVARD, AS RECORDED UNDER AUDITOR'S FILE NO. 200211135005, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE SOUTH 89°04'43" EAST, ALONG THE SOUTH LINE OF SAID PLAT, A DISTANCE OF 256.72 FEET; THENCE SOUTH 0°55'17" WEST, A DISTANCE OF 165.99 FEET; THENCE SOUTH 43°04'21" WEST, A DISTANCE OF 61.41 FEET; THENCE SOUTH 0°55'17" WEST, A DISTANCE OF 285.75 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH EASEMENTS FOR INGRESS, EGRESS AND UTILITIES AS SHOWN HEREIN.

DECLARATION OF OWNERSHIP

"I AM THE OWNER, OR OWNERS, OF THE PROPERTY SUBJECT TO THE BOUNDARY LINE ADJUSTMENT, AND ACKNOWLEDGE THAT I AM SOLELY RESPONSIBLE FOR SECURING AND EXECUTING ALL NECESSARY LEGAL ADVICE OR ASSISTANCE CONCERNING THE LEGAL DOCUMENTS NECESSARY TO TRANSFER TITLE TO THOSE PORTIONS OF THE PROPERTIES INVOLVED IN THE BOUNDARY LINE ADJUSTMENT; AND THAT THE LEGAL DOCUMENTS NECESSARY TO TRANSFER TITLE TO THE PROPERTY IN QUESTION HAVE BEEN PREPARED AND EXECUTED SO THAT, UPON THE RECORDING OF THE BOUNDARY LINE ADJUSTMENT, THE TITLE TO THE PROPERTIES WILL ACCURATELY REFLECT THE NEW CONFIGURATION RESULTING FROM THE BOUNDARY LINE ADJUSTMENT AS APPROVED BY THE CITY."

THOMAS L. KING

KING'S ROYAL REDS, LLC

TITLE

ACKNOWLEDGMENT

STATE OF WASHINGTON )

)SS.

COUNTY OF SNOHOMISH)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT THOMAS L. KING IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE HIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED \_\_\_\_\_, 2018.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

(NOTARY NAME TO BE PRINTED)

RESIDING AT: \_\_\_\_\_

MY APPOINTMENT EXPIRES \_\_\_\_\_

STATE OF WASHINGTON )

)SS.

COUNTY OF SNOHOMISH)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE \_\_\_\_\_ OF KING'S ROYAL REDS LLC, A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED \_\_\_\_\_, 2018

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

(NOTARY NAME TO BE PRINTED)

RESIDING AT: \_\_\_\_\_

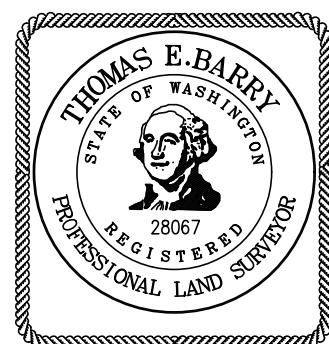
MY APPOINTMENT EXPIRES \_\_\_\_\_

LAND SURVEYOR'S CERTIFICATE

"I HEREBY CERTIFY THAT THIS BOUNDARY LINE ADJUSTMENT IS BASED UPON ACTUAL SURVEY AND SUBDIVISION OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 E W.M.; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS SHALL BE SET AND LOT CORNERS SHALL BE STAKED CORRECTLY ON THE GROUND, THAT I FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING SURVEYING."

THOMAS E. BARRY

DATE



CITY OF MARYSVILLE COMMUNITY DEVELOPMENT APPROVAL

"EXAMINED, FOUND TO BE IN CONFORMITY WITH APPLICABLE ZONING AND OTHER LAND USE CONTROLS, AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_."

COMMUNITY DEVELOPMENT DIRECTOR

COUNTY TREASURER CERTIFICATE

"I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING \_\_\_\_\_ TAXES."

TREASURER, SNOHOMISH COUNTY

REV 02 VSW 3/30/2018

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF THOMAS E. BARRY, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M., AND RECORDED IN VOL. \_\_\_\_\_ OF SURVEYS, PAGE \_\_\_\_\_, A.F.N. \_\_\_\_\_, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

AUDITOR, SNOHOMISH COUNTY

BY: \_\_\_\_\_ DEPUTY COUNTY AUDITOR

METRON

and ASSOCIATES INC. LAND SURVEYS, MAPS, AND LAND USE PLANNING 307 N. OLYMPIC, SUITE 205 ARLINGTON, WASHINGTON 98223 (360) 435-3777 FAX (360) 435-4822 Copyright reserved 2018 © Metron and Associates, Inc.

DATE: DEC. 2017 BY: CJT SCALE:

PROJECT NO. 17104

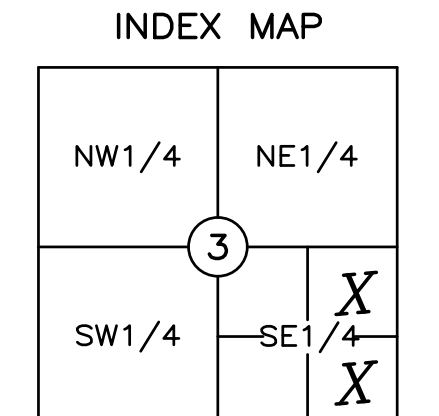
F.B. 5-29

BOUNDARY LINE ADJUSTMENT

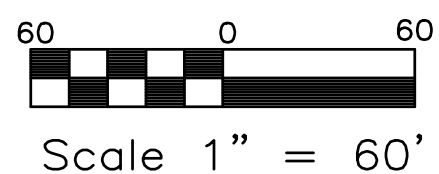
CITY OF MARYSVILLE BLA 18-002 FOR THOMAS L. KING & KING'S ROYAL REDS, LLC

A PORTION OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST W.M., CITY OF MARYSVILLE, STATE OF WASHINGTON

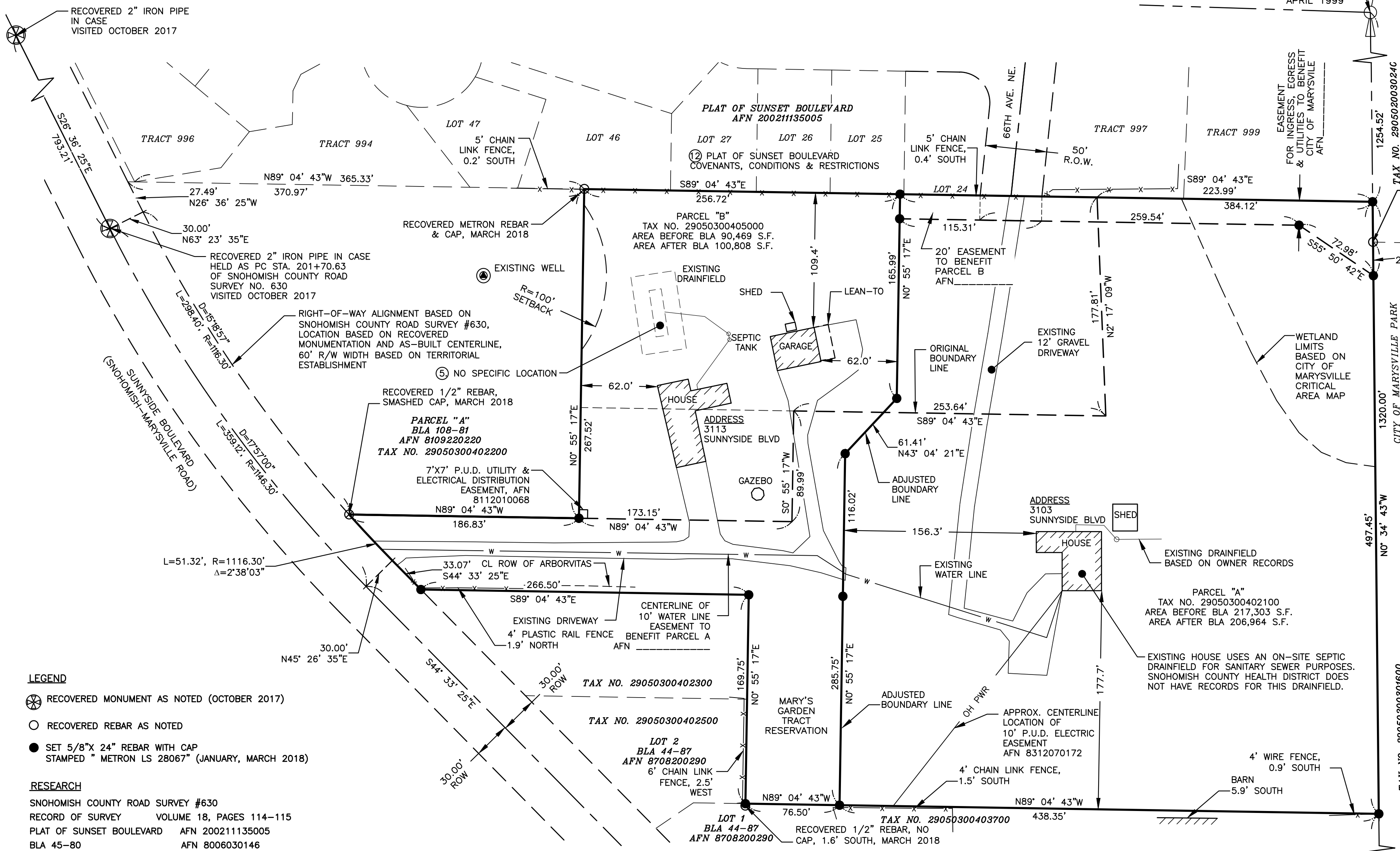
CITY OF MARYSVILLE BLA 18-002



SECTION 3, TWP.29 N., RGE. 5E., W.M.



Scale 1" = 60'



- LEGEND**
- ⊗ RECOVERED MONUMENT AS NOTED (OCTOBER 2017)
  - RECOVERED REBAR AS NOTED
  - SET 5/8" X 24" REBAR WITH CAP STAMPED "METRON LS 28067" (JANUARY, MARCH 2018)

**RESEARCH**

SNOHOMISH COUNTY ROAD SURVEY #630  
 RECORD OF SURVEY VOLUME 18, PAGES 114-115  
 PLAT OF SUNSET BOULEVARD AFN 200211135005  
 BLA 45-80 AFN 8006030146  
 BLA 44-87 AFN 8708200290  
 BLA 108-81 AFN 8109220220

**BASIS OF BEARING**

SOUTHEAST CORNER OF SECTION 3 TO THE EAST 1/4 CORNER SECTION 3 AS MONUMENTED AND SHOWN HEREON BEARS NORTH 0°34'43" WEST.

**SURVEYORS NOTE**

DISTANCES SHOWN HEREON ARE GRID DISTANCES. GRID DISTANCE / SCALE FACTOR (0.99999435) = GROUND DISTANCE.

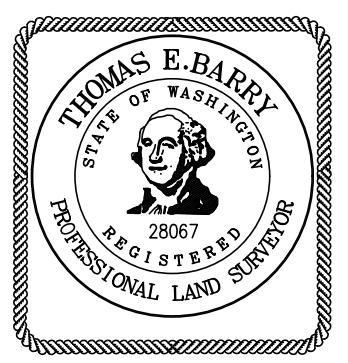
**FIELD PROCEDURES AND INSTRUMENTATION**

WAC 332-130-090 FIELD TRAVERSE STANDARDS FOR LAND BOUNDARY SURVEYS: THIS LAND BOUNDARY SURVEY WAS CONDUCTED USING FIELD TRAVERSE TECHNIQUES INCORPORATING DIRECT, INDIRECT AND INVERSE MEASUREMENTS THAT MEET THE MINIMUM STANDARDS OF LINEAR AND ANGULAR CLOSURES AS SET FORTH WAC 332-130-090.

WAC 332-130-100 EQUIPMENT AND PROCEDURES: THE EQUIPMENT THAT WAS USED TO CONDUCT THIS LAND BOUNDARY SURVEY INCLUDED A COMBINATION OF TOTAL STATION POSITIONING SYSTEM (TSP) AND GLOBAL POSITIONING SYSTEM (GPS). BASED ON MANUFACTURERS SPECIFICATIONS THE TSP STANDARD LINEAR ACCURACY IS 2MM+2 PPM AND TSP STANDARD ANGULAR ACCURACY IS 3 SECONDS. BASED ON MANUFACTURERS SPECIFICATIONS THE STATIC SURVEY ACCURACY OF THE GPS SYSTEM HAS A HORIZONTAL ACCURACY OF 5MM+(1PPM\*BASELINE LENGTH) AND AN AZIMUTH ACCURACY OF 1 ARC SECOND + (5/BASELINE LENGTH IN KM).

PROCEDURES USED TO ACCOMPLISH THIS SURVEY INCLUDED A COMBINATION OF RADIAL MEASUREMENTS, OPEN TRAVERSE AND CLOSED TRAVERSE METHODS.

- SCHEDULE B ITEMS OF RECORD FOR PARCEL A & B AS REPORTED IN CHICAGO TITLE INSURANCE COMPANY GUARANTEE/CERTIFICATE NO. 500065180, DATED FEBRUARY 2, 2018:**
- ITEM 2) SUBJECT TO TERMS AND CONDITIONS OF INGRESS, EGRESS AND UTILITIES EASEMENT, AFNS 1554842, 1554843, 1554846, & 1554845, TO WESTERN FARMERS ASSOCIATION, EASEMENT RELINQUISHED BY AFN 200311180747 & 201504020233.
  - ITEM 5) SUBJECT TO TERMS AND CONDITIONS OF RESTRICTIVE COVENANT FOR ON SITE SEWAGE DISPOSAL, AFN 8109220214.
  - ITEM 10) SUBJECT TO TERMS AND CONDITIONS OF INGRESS, EGRESS AND UTILITIES EASEMENT, AFN 8201120063, TO JAMES & MARJORIE LUMA, EASEMENT RELINQUISHED BY AFN 200311180747 & 201504020233.
  - ITEM 12) COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PLAT OF SUNSET BOULEVARD, AFN 200211135005.
  - ITEM 13) SUBJECT TO TERMS AND CONDITIONS OF RECOVERY CONTRACT, AFN 200105300299, TO CITY OF MARYSVILLE. ENTIRE PARCEL.
  - ITEM 14) SUBJECT TO TERMS AND CONDITIONS OF RECOVERY CONTRACT, AFN 200304240256, TO CITY OF MARYSVILLE. ENTIRE PARCEL.
  - ITEM 15) SUBJECT TO TERMS AND CONDITIONS OF RECOVERY CONTRACT, AFN 200304240268, TO CITY OF MARYSVILLE. ENTIRE PARCEL.
  - ITEM 16) SUBJECT TO TERMS AND CONDITIONS OF RECOVERY CONTRACT, AFN 200305050302, TO CITY OF MARYSVILLE. ENTIRE PARCEL.



**METRON**  
 and ASSOCIATES INC.  
 LAND SURVEYS, MAPS, AND LAND USE PLANNING  
 307 N. OLYMPIC, SUITE 205  
 ARLINGTON, WASHINGTON 98223  
 (360) 435-3777 FAX (360) 435-4822  
 Copyright reserved 2018 © Metron and Associates, Inc.

DATE: DEC. 2017 BY: CJT SCALE: 1" = 60'  
 PROJECT NO. 17104 F.B. 5-29

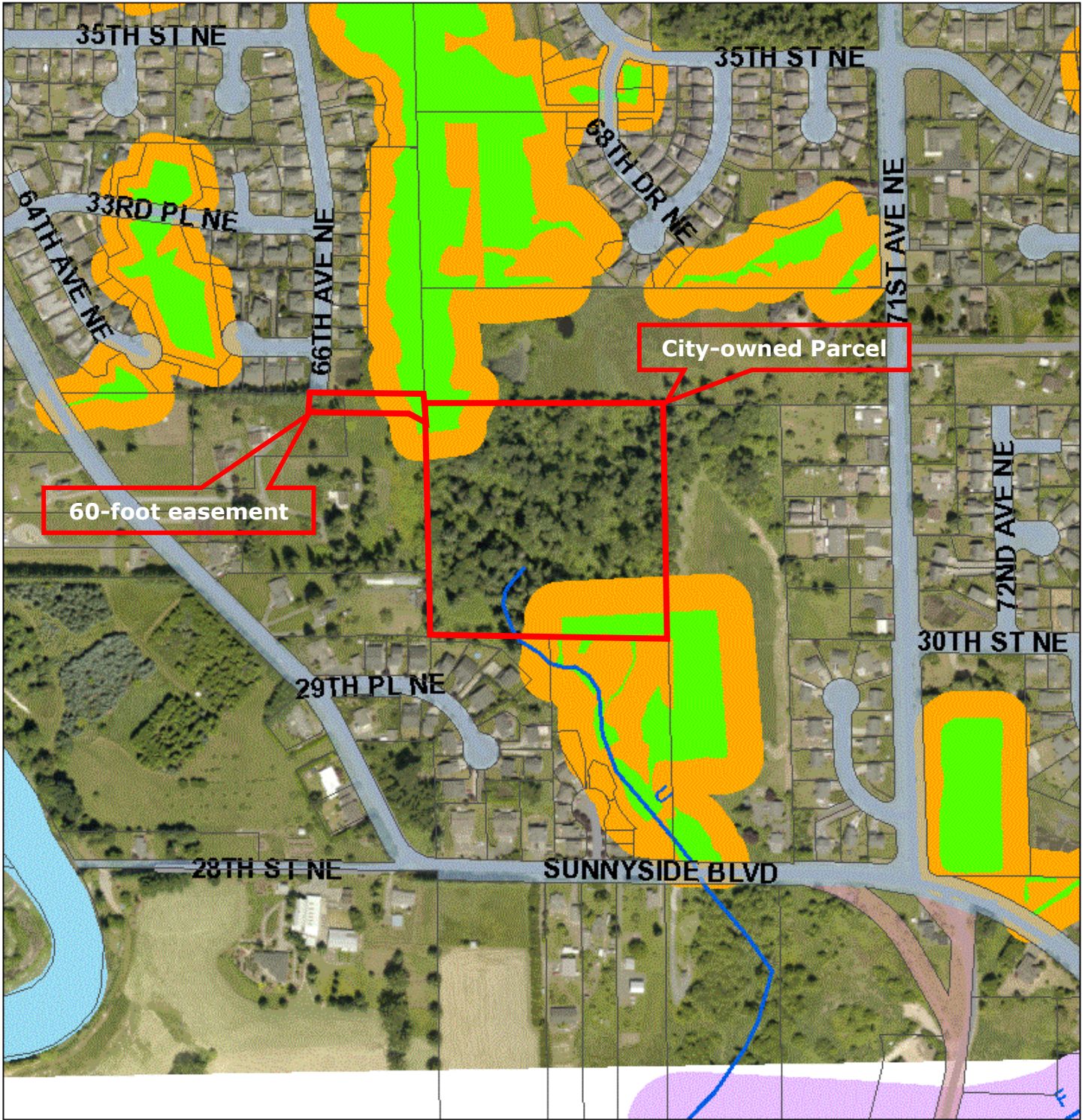
**BOUNDARY LINE ADJUSTMENT**  
 CITY OF MARYSVILLE BLA 18-002  
 FOR  
 THOMAS L. KING & KING'S ROYAL REDS, LLC

A PORTION OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST W.M., CITY OF MARYSVILLE, STATE OF WASHINGTON

REV 03 teb/VSW 4/23/2018

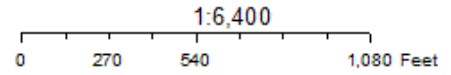
2 OF 2





### City of Marysville

- |                            |      |              |
|----------------------------|------|--------------|
| Parcels                    | 25'  | ARLINGTON    |
| Delineated wetlands        | 50'  | EVERETT      |
| Delineated wetland buffers | 100' | LAKE STEVENS |
| Stream wetlands            | 150' | MARYSVILLE   |
| Stream wetland buffers     | 200' |              |



THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, CURRENCY, COMPLETENESS OR QUALITY OF DATA DEPICTED. ANY USER OF THIS DATA ASSUMES ALL RESPONSIBILITY FOR USE THEREOF, AND FURTHER AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THIS DATA.

City of Marysville



*First American*

98

## **First American Title Insurance Company**

**2707 Colby Avenue, Suite 601  
Everett, WA 98201**

February 15, 2018

Janis Lamoureux  
City of Marysville Public Works  
80 Columbia Avenue  
Marysville, WA 98270

Phone: (360)363-8100

Fax:

Title Officer:	Natalie Geyer
Phone:	(425)551-2015
Fax No.:	(866)859-0436
E-Mail:	ngeyer@firstam.com
Order Number:	3010510

Escrow Number: 3010510

Buyer:

Owner:

Property: Vacant Land  
Marysville, Washington

Attached please find the following item(s):

Guarantee

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

*Customer First!*



*First American*

# Guarantee

## Subdivision Guarantee

ISSUED BY

**First American Title Insurance Company**

GUARANTEE NUMBER

**5003353-3010510**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

**FIRST AMERICAN TITLE INSURANCE COMPANY**

a Nebraska corporation, herein called the Company

**GUARANTEES**

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

---

**First American Title Insurance Company**

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

**This jacket was created electronically and constitutes an original document**

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
  - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
  - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
  - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
  - (c) The identity of any party shown or referred to in Schedule A.
  - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

**GUARANTEE CONDITIONS AND STIPULATIONS**

**1. Definition of Terms.**

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

**2. Notice of Claim to be Given by Assured Claimant.**

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

**3. No Duty to Defend or Prosecute.**

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

**4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.**

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all

reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

**5. Proof of Loss or Damage.**

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

**6. Options to Pay or Otherwise Settle Claims: Termination of Liability.**

In case of a claim under this Guarantee, the Company shall have the following additional options:  
 (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.  
 The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the

indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

**7. Determination and Extent of Liability.**

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**8. Limitation of Liability.**

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by

any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

**9. Reduction of Liability or Termination of Liability.**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

**10. Payment of Loss.**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

**11. Subrogation Upon Payment or Settlement.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

**12. Arbitration.**

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**13. Liability Limited to This Guarantee; Guarantee Entire Contract.**

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**14. Notices, Where Sent.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707 [Claims.NIC@firstam.com](mailto:Claims.NIC@firstam.com) Phone: 888-632-1642 Fax: 877-804-7606**



**First American Title**



*First American*

# Schedule A

## Subdivision Guarantee

ISSUED BY

**First American Title Insurance Company**

GUARANTEE NUMBER

**3010510**

Order No.: 3010510

Liability: \$2,000.00

Fee: \$350.00

Tax: \$33.95

Name of Assured: City of Marysville Public Works

Date of Guarantee: February 06, 2018

The assurances referred to on the face page hereof are:

1. Title is vested in:
 

City of Marysville, a Washington municipal corporation
2. That, according to the public records relative to the land described in Schedule C attached hereto (including those records maintained and indexed by name), there are no other documents affecting title to said land or any portion thereof, other than those shown under Record Matters in Schedule B.
3. The following matters are excluded from the coverage of this Guarantee
  - A. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.
  - B. Water rights, claims or title to water.
  - C. Tax Deeds to the State of Washington.
  - D. Documents pertaining to mineral estates.
4. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown herein.
5. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of Chapter 58.17, R.C.W., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.
6. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment, guarantee or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.



*First American*

## Schedule B

### Subdivision Guarantee

ISSUED BY  
**First American Title Insurance Company**

GUARANTEE NUMBER  
**3010510**

#### RECORD MATTERS

1. Liability, if any, for pro-rata portion of **Real Property** taxes, which are carried on the Snohomish County Tax Rolls, as exempt. Tax account no. 290502-003-024-00.
2. Agreement and the terms and conditions thereof:  
 Between: Walter Lynes King and Virginia King, husband and wife  
 And: Elton Kuchera and Feythe E. Kuchera, husband and wife  
 Recording Information: [2190692](#); April 02, 1971
3. The terms and provisions contained in the document entitled "City of Marysville Recovery Contract No. 233 to Establish a Fair Fee for Latecomers benefiting from Phase I of the Trunk D Sewage Lift Station"  
 Recorded: May 30, 2001  
 Recording No.: [200105300299](#)
4. Conditions, notes, easements, provisions and/or encroachments contained or delineated on the face of the Survey recorded under Recording No. [200301285003](#).
5. The terms and provisions contained in the document entitled "City of Marysville Recovery Contract No. 251"  
 Recorded: April 24, 2003  
 Recording No.: [200304240256](#)
6. The terms and provisions contained in the document entitled "City of Marysville Contract for Recovery of Utility Construction Costs Contract No. 253"  
 Recorded: April 24, 2003  
 Recording No.: [200304240268](#)
7. The terms and provisions contained in the document entitled "City of Marysville Contract for Recovery of Utility Construction Costs Contract No. 252"  
 Recorded: May 05, 2003  
 Recording No.: [200305050302](#)

#### **Informational Notes, if any**





*First American*

## Schedule C

### Subdivision Guarantee

ISSUED BY

**First American Title Insurance Company**

GUARANTEE NUMBER

**3010510**

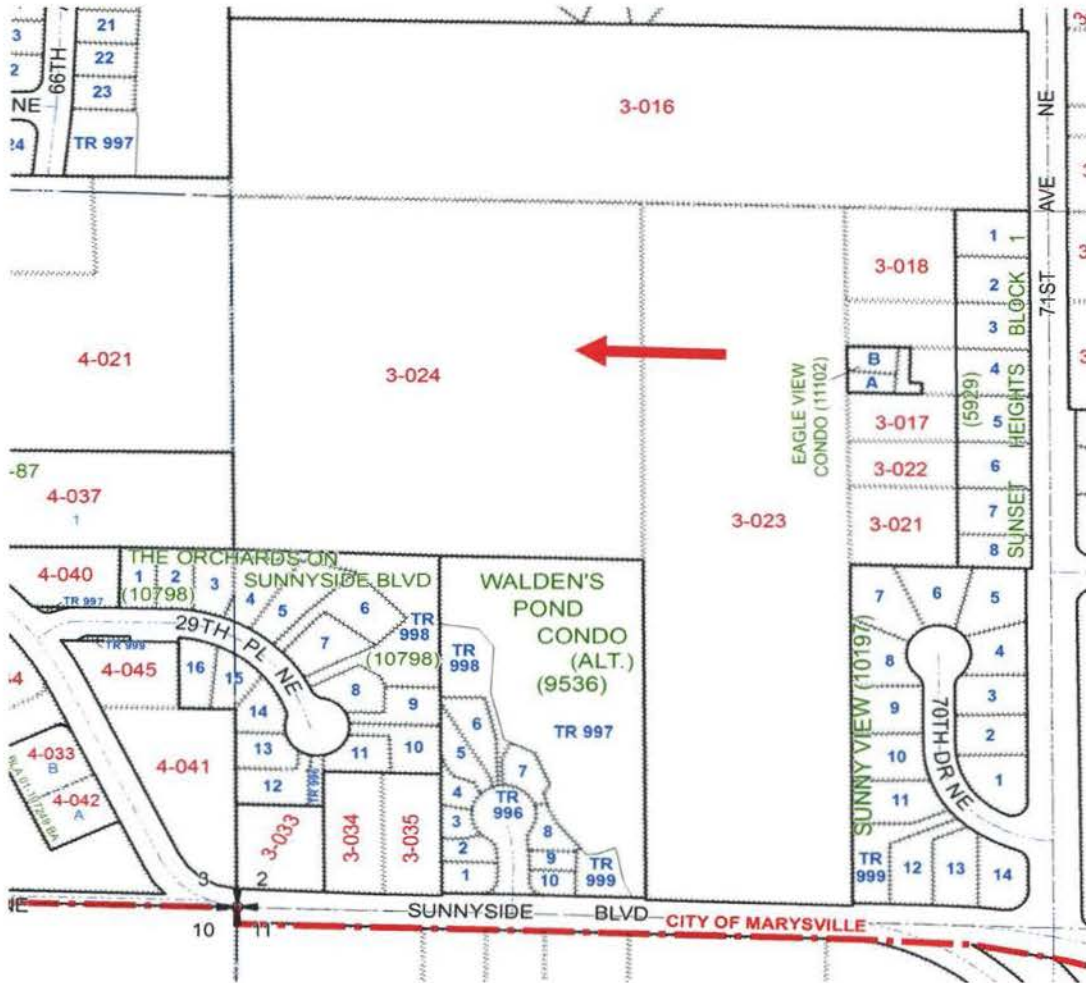
The land in the County of Snohomish, State of Washington, described as follows:

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;  
 THENCE NORTHERLY PARALLEL TO THE WESTERLY SECTION LINE 660 FEET TO THE TRUE POINT OF BEGINNING;  
 THENCE CONTINUE NORTHERLY PARALLEL TO SAID WESTERLY SECTION LINE 660 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2;  
 THENCE EASTERLY PARALLEL TO THE SOUTH LINE OF SAID SECTION 660 FEET;  
 THENCE SOUTHERLY PARALLEL TO THE WESTERLY SECTION LINE 660 FEET;  
 THENCE WESTERLY PARALLEL TO THE SOUTH LINE OF SAID SECTION 660 FEET TO THE TRUE POINT OF BEGINNING;  
 EXCEPT ROADS;

AND EXCEPT THAT PORTION LYING EAST OF THE PROPERTY LINE DESCRIBED UNDER AUDITOR'S FILE NUMBER 2190692;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, RECORDED UNDER AUDITOR'S FILE NO. 200301100513.



N

Order No. **3010510**

IMPORTANT: This is not a Plat or Survey. It is furnished as a convenience to locate the land indicated hereon with reference to streets and other land. No liability is assumed by reason of reliance hereon.



2190322  
K 325  
K 339

REAL ESTATE SALES TAX  
ACCOUNT PAID - 78  
RECEIPT NO. 202740

APR 2 1971

WEE STATE, Industrial Bank, owner  
*[Signature]*  
Deputy

PROPERTY LINE SETTLEMENT

WALTER LYNES KING and VIRGINIA KING, husband and wife, hereinafter termed First Parties, agree with ELTON KUCHERA and Faythe E KUCHERA, husband and wife, hereinafter termed Second Parties as follows:

1. That First Parties are the owners of a portion of the SW 1/4 of SW 1/4 of Section 2, Township 29 N.R. 5 E.W.M., Snohomish County, Washington, described as follows:

Commencing at the Southwest corner of said SW 1/4 of SW 1/4; thence Northerly parallel to Westerly Section line 660 feet to true point of beginning; thence continue Northerly parallel to Westerly section line 660 feet to South line of SW 1/4 of SW 1/4 of Section 2, Township 29 N. R. 5 E.W.M.; thence Easterly parallel to South line of said section 660 feet; thence Southerly parallel to Westerly section line 660 feet; thence Westerly parallel to South line of said section 660 feet to true point of beginning, less roads.

2. That Second Parties are the owners of the W 1/2 of NE 1/4 of SW 1/4 of SW 1/4 of Section 2, Township 29 N.R 5 E., W.M., Snohomish County, Washington.

3. That the boundary line between said parties has been disputed, First Parties relying upon the line marked by a fence which they claim has over a long period been recognized as the boundary line and Second Parties relying upon the line established by survey of Bert M. Lindemuth, Registered Professional Surveyor, made in 1956. That the claims of ~~either~~ parties have not been established by Court action and they desire by this agreement to definitely and finally establish such boundary line.

4. That First Parties for the consideration hereinafter set forth agree that the boundary line shall be and is established

--1--

OFFICIAL RECORDS  
APR 2 1971

on the line of the survey of Bert M. Lindemath, the correctness of which has been verified by First Parties. That First Parties hereby quit claim and convey to Second Parties their claim to any land lying between the fence line and the surveyed line.

5. That Second Parties in consideration of the establishment of such line and release of any land lying between the fence line and the surveyed line agree:

(A) At their expense as to labor and material to construct a four strand new heavy duty barbed wire fence on steel posts in a straight line along the line established by the survey to be completed prior to April 15, 1971.

(B) To pay First Parties the sum of \$75.00 to compensate them for the trees growing on the land which lies between the former fence line and the surveyed line which surveyed line is by this agreement established as the boundary line between the lands of First and Second Parties.

Executed in duplicate this 25<sup>th</sup> day of March 1971.

*Walter Lyles King*  
*Virginia King*  
First Parties  
*Alton M. Kusbera*  
*Edith E. Kusbera*  
Second Parties

STATE OF WASHINGTON,  
COUNTY OF SPOKANE,

Of this day personally appeared me WALTER LYLES KING and VIRGINIA KING, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and official seal this 25<sup>th</sup> day of March, 1971.



*Walter Lyles King*  
Notary Public in and for the State of Washington, residing at Spokane

RECORDED  
MAR 25 1971

STATE OF WASHINGTON, )  
                                  ) ss  
COURT OF SHERIFFS, )

On this day personally appeared before me ELTON KUCHERA and ~~FRANK S.~~ KUCHERA, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29th day of March, 1971.



Ruth M. Newton  
Notary Public in and for the State  
of Washington, residing at Everett



400

*Elton Kuchera  
6925 Sunnyside Blvd  
Maple Valley WA 98120*



200105300299  
05/30/2001 10:53 AM Snohomish  
P.0007 RECORDED County

200105300299

Return Address

CITY OF MARYSVILLE  
4822 GROVE STREET  
MARYSVILLE, WA 98270

RECORDER'S NOTE:  
PORTIONS OF THIS DOCUMENT  
ARE POOR QUALITY FOR SCANNING.

Please print or type information

Document Title(s) (or transactions contained therein)

CITY OF MARYSVILLE RECOVERY CONTRACT NO 333

Grantor(s) (Last name first, then first name and initials)

THE CITY OF MARYSVILLE

Grantee(s) (Last name first, then first name and initials)

THE CITY OF MARYSVILLE

Legal description (abbreviated i e , lot, block, plat or section, township, range, qtr /qtr )

Sections 34 & 35 Twp 30 N, R 5 E, WM  
Sections 2, 3, & 11 Twp 30 N, R 5 E, WM

\_ Additional legal is on page 5 of document

Reference Number(s) of Documents assigned or released N/A

Assessor's Property Tax Parcel/Account Number

Including Tax parcel Number 343005-3-010-00

\_ Additional parcel numbers on page \_\_ of document

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein

**CITY OF MARYSVILLE**  
**RECOVERY CONTRACT NO. 233**

The CITY OF MARYSVILLE wishes to establish a fair fee for latecomers benefiting from Phase I of the Trunk D Sewage Lift Station, for which the City has utilized 100% City funding for the benefit of a specific area, that area described in the attached **EXHIBITS A, B, and C**

WITNESSETH

WHEREAS, the City has constructed and installed a sanitary sewage lift station and force main system, known as Trunk D, Phase I, to serve the properties within the service area designated on the attached **EXHIBIT A**. Said utility system consists of a 2000 gpm maximum capacity lift station, underlying property, associated appurtenances, and approximately 460 lineal feet of twelve-inch ductile iron force main. The lift station and force main are shown on **EXHIBIT B** attached hereto.

WHEREAS, the City has constructed the utility system at its own cost and has accepted ownership and maintenance of the same under its sole jurisdiction, and

WHEREAS, the City desires to record the pro-rata costs pursuant to Chapter 35.91 RCW, providing for reimbursement to the City for construction and installation costs by subsequent users of the system, NOW, THEREFORE,

In consideration of the covenants bargained for and given in exchange, the City decrees the following

1. The original costs due to the City of that portion of the system covered by this Recovery Contract was ONE MILLION ONE HUNDRED TWENTY THOUSAND FIVE SIXTY FOUR HUNDRED DOLLARS AND FORTY-SIX CENTS (\$1,120,564.46) for the system, and such costs were borne solely by the City.

2. The property subject to this Recovery Contract shall be all real property located within the boundaries depicted in **EXHIBITS A and B**, and which are within the service area legally described in **EXHIBIT C**, which are attached and incorporated by these references. Said property consists of approximately 1030 acres.

3. The maximum amount recoverable under this contract is \$1,120,564.46. Itemized costs are shown on **EXHIBIT D** attached hereto.

**200105300299**

4 From the date of this contract, the City shall require the owners of all real estate within the **EXHIBIT C** property who hereafter connect to the above-described system, to pay a fair pro-rata share of the cost of the original construction. This fair pro-rata share shall be determined by the number of new dwelling units constructed on the property located in **EXHIBIT C**. This, however, does not include any other capital improvement charges or connection fees levied by the City, whether it is by square footage of the area served and/or a flat fee. No property extending beyond the limits of the service area of the above-described system shall be served by said system unless there is an extension which is constructed and financed in accordance with State and local laws and ordinances, and the benefited property owners pay their fair pro-rata share of the improvements described in this contract.

5. The fair pro-rata share is hereby established to be \$ 765.41 per equivalent residential units.

6. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described system without first paying the City, in addition to any and all of their costs and charges made or assessed for such connection or use, the amount as herein above required.

DATED this 7<sup>th</sup> day of May, 2001

Attest

CITY OF MARYSVILLE

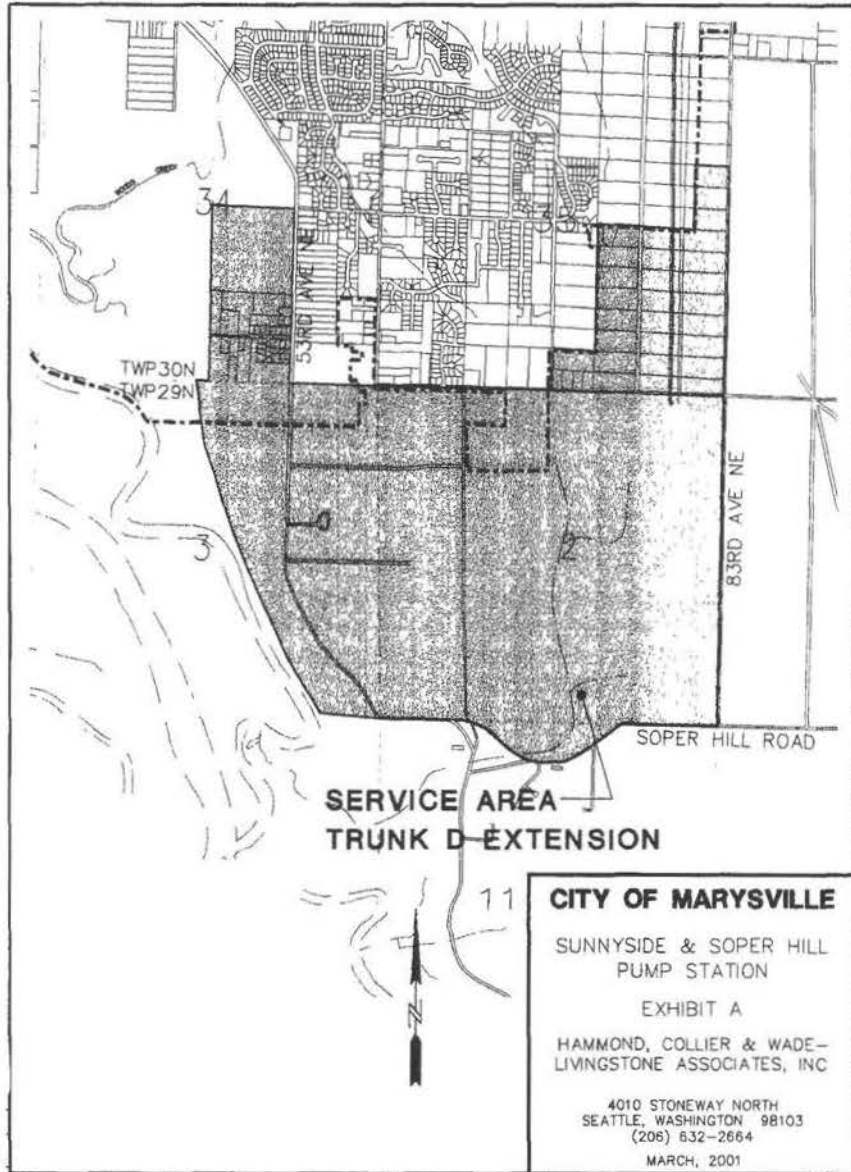
Derry Becker  
City Clerk

David West  
Mayor

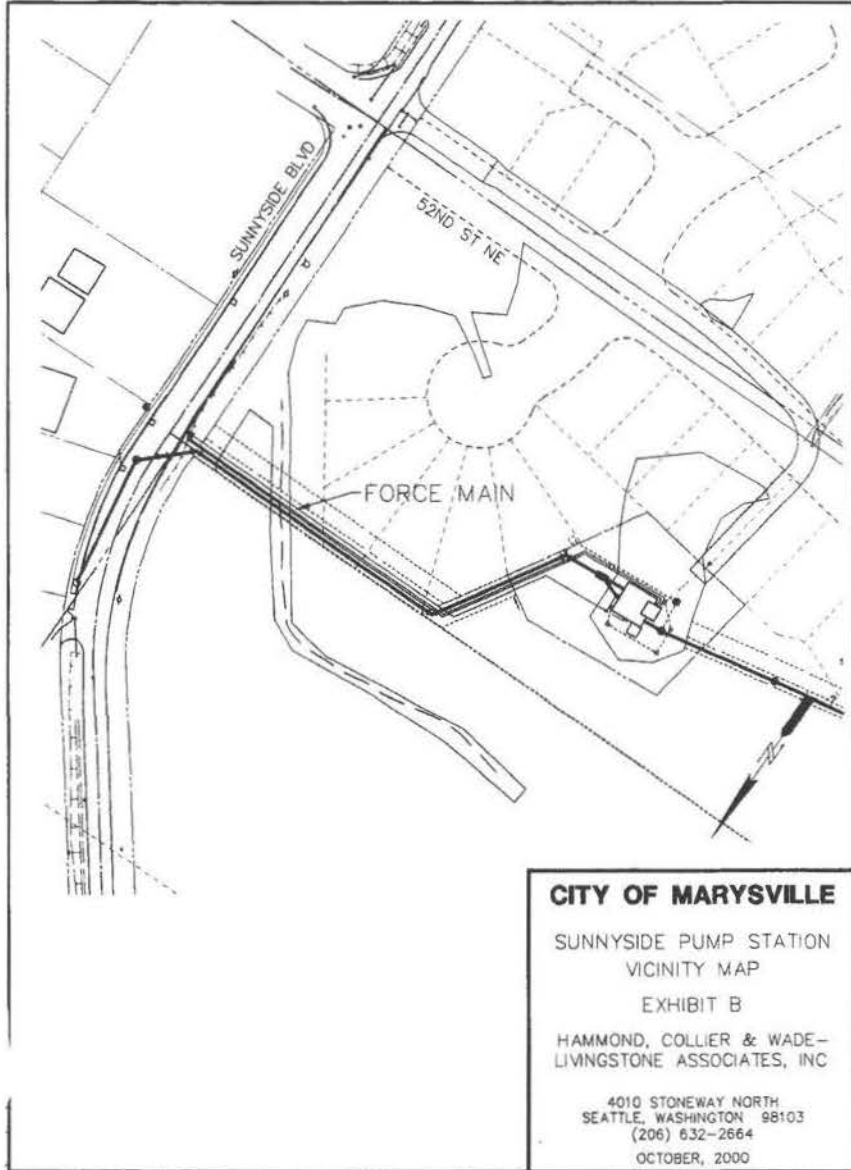
APPROVED AS TO FORM

By Grant K. Weed  
City Attorney





200105300299



200105300299

**EXHIBIT C**

**City of Marysville**  
**Service Area Trunk D, Phase 1**  
**Boundary Description**

Those portions of Sections 34 and 35 in Township 30 North and Sections 2,3, and 11 in Township 29 North all in Range 5 East, W.M., more particularly described as follows.

BEGINNING at the center of said section 34; thence east along the east-west centerline thereof to the west margin of 53<sup>rd</sup> Avenue Northeast, thence south along said west margin to the south line of said section 34; thence east along the south line thereof and the south line of said section 35 to the east margin of 75<sup>th</sup> Avenue Northeast; thence north along said east margin to the northwest corner of Tract 181 of Sunnyside Five Acre Tracts as recorded in Volume 7 of Plats on page 19, records of Snohomish County Washington; thence east along the north line of said Tract to the southwest corner of Tract 158 of said plat, thence north along the west lines of Tracts 158, 155, 134, 131, 110 and 107 to the northwest corner of said Tract 107, thence east along the north line thereof and its extension to the southwest corner of Tract 87; thence continuing east along the south line thereof to the southwest corner of said Tract 88, thence north along the west lines of Tracts 88, 81, and 64 to the northwest corner of Tract 64 of said plat; thence east along the north line of said Tract 64 to the west margin of 83<sup>rd</sup> Avenue Northeast, thence south along said west margin to the north line of said section 2, thence continuing south along said west margin to the north margin of Soper Hill Road; thence west along said north margin in said sections 2 and 11 to the south line of the southwest quarter of said section 2; thence west along said south line and its extension along the south line of said section 3 to the ten foot elevation contour line based on National Geodetic Vertical Datum, 1929, thence northerly along said contour line through section 3 and into said section 34 to the intersection with the north line of 46<sup>th</sup> Street Northeast extended west, thence east along said extended line to the north-south centerline of said section 34; thence north along said centerline to the center of said section and POINT OF BEGINNING.

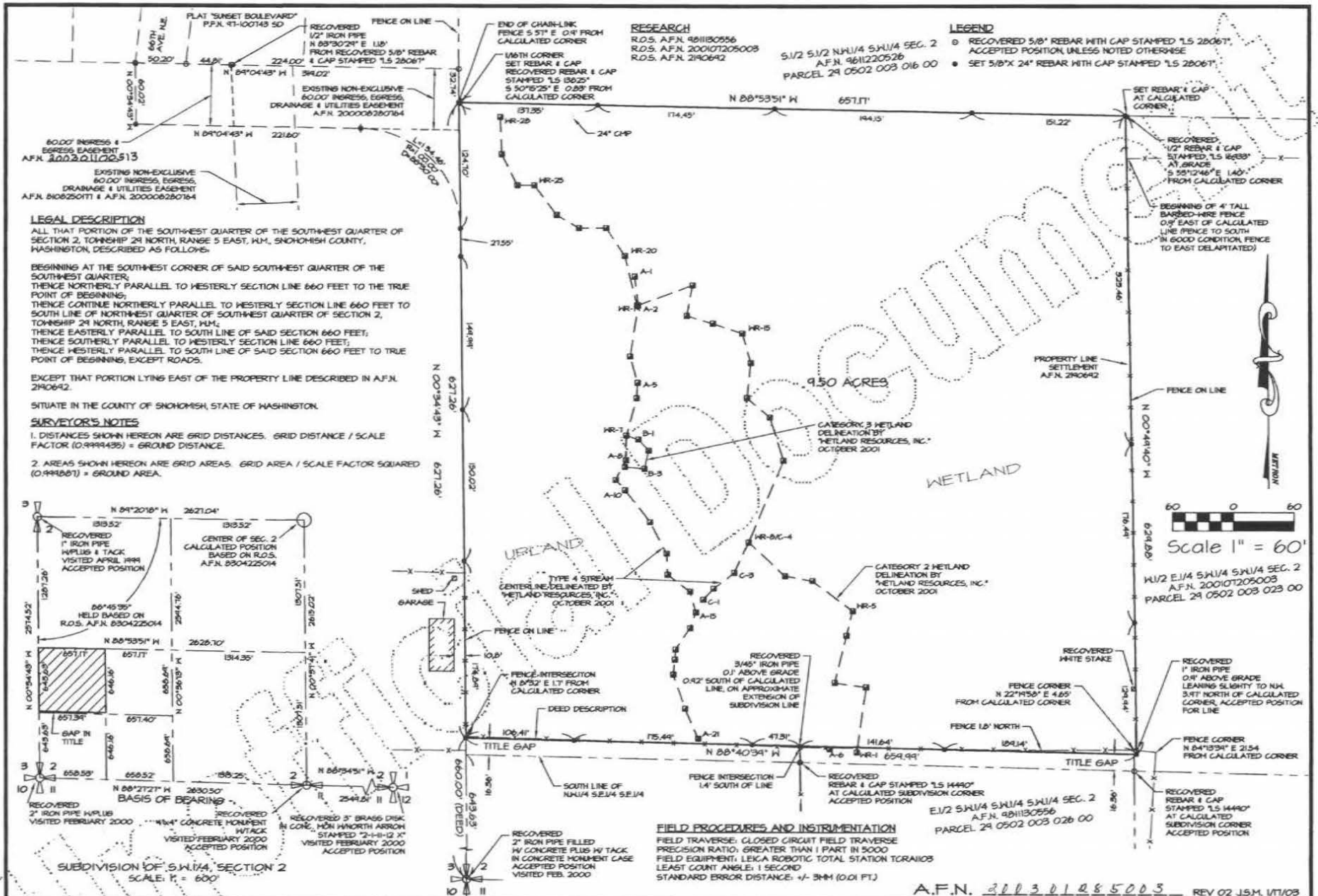
**200105300299**

## EXHIBIT D

TRUNK D GRAVITY SEWER  
PROJECT COST SUMMARY

Accrued Project Costs	
Survey	\$16,933.33
Easement Acquisition	\$10,000.00
Geotechnical	\$29,480.00
Environmental Analysis	\$16,175 00
Design	\$80,000.00
Electrical & Telemetry	\$13,700 00
Construction Admin	\$83,400 00
Materials Testing	\$2,356.00
Project Admin	<u>\$6,000.00</u>
Subtotal	\$258,044.33
Construction Costs	
Pump Station	\$797,153 54
WSST @ 8 2%	<u>\$65,366.59</u>
Subtotal	\$862,520 13
Total Construction Costs	\$1,120,564 46

200105300299



**SURVEYOR'S CERTIFICATE**  
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF SNOHOMISH COUNTY PARKS & RECREATION IN JULY 2002.  
 Thomas E. Barry, DATE: 1-19-03  
 THOMAS E. BARRY, P.L.S.  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 CERTIFICATE NO. 28067

**AUDITOR'S CERTIFICATE**  
 FILED FOR RECORD AT THE REQUEST OF THOMAS E. BARRY, THIS 24<sup>TH</sup> DAY OF JANUARY, 2003, AT 56 MINUTES PAST 9 A.M. AND RECORDED IN VOL. OF SURVEYS, PAGE A.F.N. 200301285003 RECORDS OF SNOHOMISH COUNTY, WASHINGTON.  
 Bob Jewellier  
 AUDITOR, SNOHOMISH COUNTY  
 BY: Maria G. Avallaro  
 DEPUTY COUNTY AUDITOR

**METRON**  
 and ASSOCIATES INC.  
 LAND SURVEYS, MAPS, AND LAND USE PLANNING  
 307 N. OLYMPIC, SUITE 205  
 ARLINGTON, WASHINGTON 98223  
 (360) 435-3777 FAX (360) 435-4822  
 COPYRIGHT RESERVED 2003 © METRON & ASSOCIATES, INC.  
 DATE: JULY 2002 BY: J.S.M. SCALE: 1" = 60'  
 PROJECT NO. 02058 F.B. 5-24 #7 & B

**RECORD OF SURVEY**  
 FOR  
**SNOHOMISH COUNTY PARKS & RECREATION**  
 A PORTION OF S.W. 1/4 S.W. 1/4 SEC. 2, TOWNSHIP 24 NORTH, RANGE 05 EAST, W.M., SNOHOMISH COUNTY, STATE OF WASHINGTON



200304240256 6 PGS  
 04-24-2003 11:27am \$24.00  
 SNOHOMISH COUNTY, WASHINGTON

Return Address

CITY OF MARYSVILLE  
 4822 GROVE STREET  
 MARYSVILLE, WA 98270

Please print or type information

<b>Document Title(s)</b> (or transactions contained therein) CITY OF MARYSVILLE RECOVERY CONTRACT NO. 251
<b>Grantor(s)</b> (Last name first, then first name and initials) THE CITY OF MARYSVILLE
<b>Grantee(s)</b> (Last name first, then first name and initials) THE CITY OF MARYSVILLE
<b>Legal description</b> (abbreviated: i.e., lot, block, plat or section, township, range, qtr /qtr.)  Portions of Sections 2, 3 and 11 in Township 29 North and Section 35 in Township 30 North, Range 5 East  <input checked="" type="checkbox"/> Additional legal is on page <u>5</u> of document.
<b>Reference Number(s) of Documents assigned or released.</b> N/A
<b>Assessor's Property Tax Parcel/Account Number</b>  <input type="checkbox"/> Additional parcel numbers on page ___ of document.
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein

**CITY OF MARYSVILLE**  
**RECOVERY CONTRACT NO. 251**

The CITY OF MARYSVILLE wishes to establish a fair fee for latecomers benefiting from Phase II of the Trunk D Sewage Lift Station, for which the City has utilized 100% City funding for the benefit of a specific area, that area described in the attached **EXHIBITS B and C**.

WITNESSETH:

WHEREAS, the City has constructed and installed a sanitary sewage lift station and force main system, known as Trunk D, Phase II, to serve the properties within the service area designated on the attached **EXHIBIT B and C**. Said utility system consists of a 1500 gpm maximum capacity lift station, underlying property, associated appurtenances, and approximately 4,250 lineal feet of ten-inch ductile iron force main.

WHEREAS, the City has constructed the utility system at its own cost and has accepted ownership and maintenance of the same under its sole jurisdiction; and

WHEREAS, the City desires to record the pro-rata costs pursuant to Chapter 35.91 RCW, providing for reimbursement to the City for construction and installation costs by subsequent users of the system; NOW, THEREFORE,

In consideration of the covenants bargained for and given in exchange, the City decrees the following:

1. The original cost expended by the City to construct that portion of the system covered by this Recovery Contract was NINE HUNDRED EIGHTY THOUSAND, SIX HUNDRED THIRTY FOUR AND FIFTEEN CENTS (\$980,634.15). Such costs were borne solely by the City.
2. The property subject to this Recovery Contract shall be all real property located within the boundaries depicted in **EXHIBITS B**, and which are within the service area legally described in **EXHIBIT C**, each of which are attached and incorporated by this reference. Said property consists of approximately 1030 acres and 1667 dwelling units.
3. The maximum amount recoverable under this contract is \$980,634.15. Itemized costs are shown on **EXHIBIT A** attached hereto and incorporated by this reference.

4. From the date of this contract as set forth below, the City shall require the owners of all real estate within the **EXHIBITS B and C** property who hereafter connect to the above-described system, to pay a fair pro-rata share of the cost of the original construction. This fair pro-rata share shall be determined by the number of new dwelling units anticipated to be constructed on the property located in **EXHIBITS B and C**. This, however, does not include any other capital improvement charges or connection fees charged by the City pursuant to ordinance. No property located outside the area described in Exhibits B and C shall be served by said system unless there is an extension which is constructed and financed in accordance with State and local laws and ordinances, and the benefited property owners pay their fair pro-rata share of the improvements described in this contract.

5. The fair pro-rata share is hereby established to be \$594.6841 per dwelling unit.

6. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above described system without first paying the City, in addition to any and all of their costs and charges made or assessed for such connection or use, the amount as herein above required.

DATED this 3rd day of March, 2003.

Attest:

CITY OF MARYSVILLE

Perry Becker  
City Clerk

David Weir  
Mayor

APPROVED AS TO FORM:

By Grant K. Weed  
City Attorney



**EXHIBIT A**  
**Trunk D Phase II**  
**Lift Station and Force Main**

**COSTS**

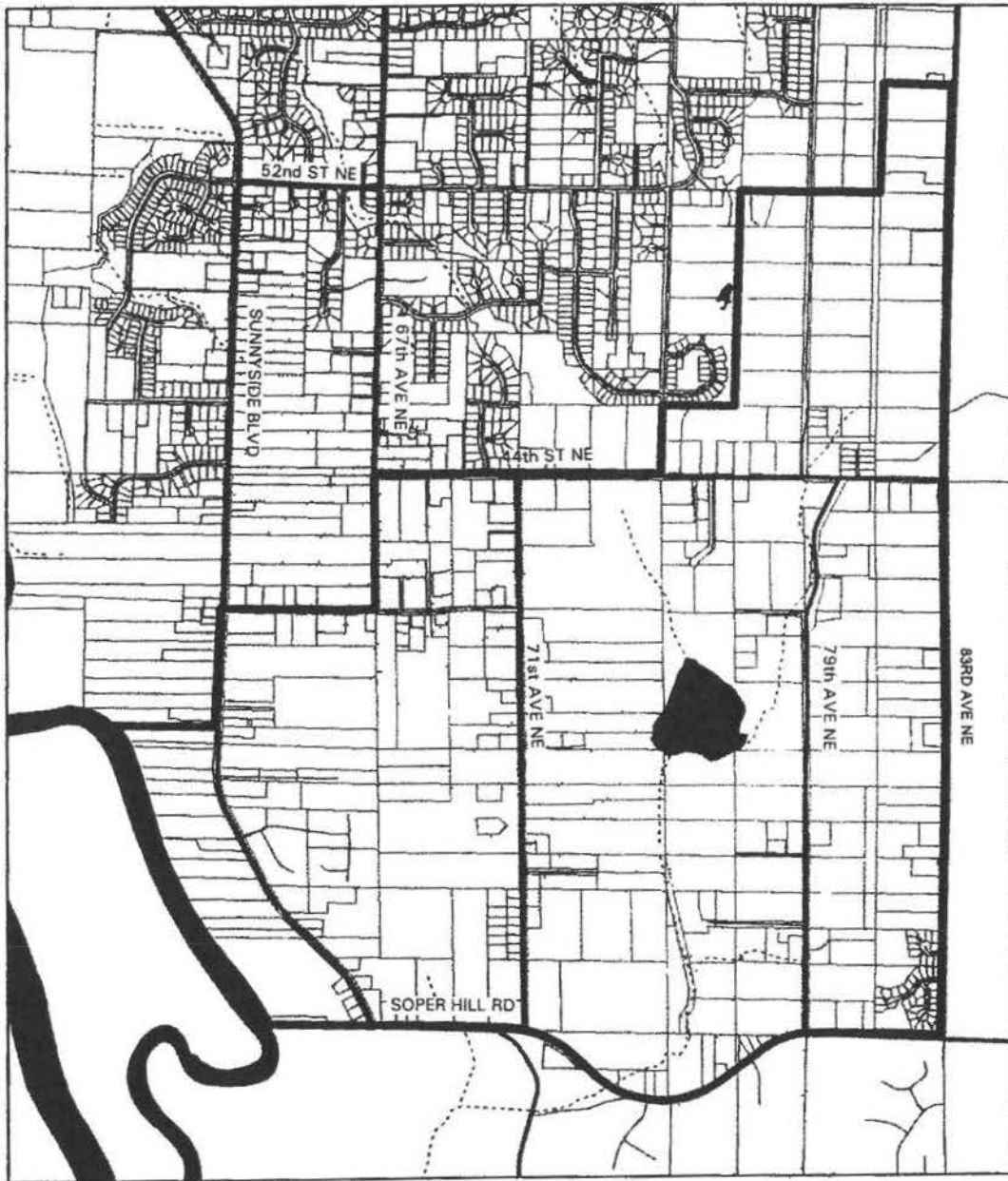
1. Construction	\$769,462.69
2. Engineering Design	\$61,487.46
3. Construction Management	\$109,487.02
4. City Project Management	\$7,984.62
5. Sno. County Permits	\$10,177.71
6. PUD Charges	\$20,459.34
7. Administration	<u>\$1,575.31</u>

**TOTAL - \$980,634.15**

**PRO-RATA SHARE**

Number of dwelling units in service area: 1649 du

Pro-rata share:  $\$980,634.15/1649 = \$594.6841/\text{du}$



### Sunnyside Lift Station Service Area

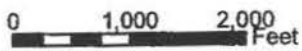


EXHIBIT B



## EXHIBIT C

### City of Marysville Service Area Soper Hill Pump Station Boundary Description

Those portions of Sections 2, 3, and 11 in Township 29 North and Section 35 in Township 30 North all in Range 5 East, W.M. more particularly described as follows:

BEGINNING at the north  $\frac{1}{4}$  section corner of said section 3; thence east along the north line of said section 3 to the east margin of 53<sup>rd</sup> Avenue NE (also known as Sunnyside Blvd.); thence south along the east margin of 53<sup>rd</sup> Avenue to the south margin of 40<sup>th</sup> Street being the True Point of Beginning: Thence east along the south margin of 40<sup>th</sup> Street to the east line of section 3; thence north along the east line of section 3 to the NW  $\frac{1}{4}$  corner of said section 2: thence east along the north line of said section 2 to the east margin of 75<sup>th</sup> Avenue NE; thence north along said east margin to the northwest corner of Tract 181 of Sunnyside Five Acre Tracts as recorded in Volume 7 of Plats on page 19, records of Snohomish County Washington; thence east along the north line of said Tract 181 to the southwest corner of Tract 158 of said plat; thence north along the west lines of Tracts 158, 155, 134, 131, 110, and 107 to the northwest corner of said Tract 107; thence east along the north line thereof and its extension to the southwest corner of Tract 87; thence continuing east along the south line thereof to the southwest corner of Tract 88; thence north along the west lines of Tracts 88, 81, and 64 to the northwest corner of Tract 64 of said plat; thence east along the north line of said Tract 64 to the west margin of 83<sup>rd</sup> Avenue NE; thence south along said west margin to the north line of said section 2; thence continuing south along said west margin to the north margin of Soper Hill Road; thence west along said north margin of Soper Hill Road to the south line of the south west quarter of said section 2; thence west along said south line and its extension along the south line of said section 3 to the east margin of Ebey Slough; thence north along the east margin of Ebey Slough to the east-west center line of said section 3; thence east along the east west center line of section 3 to the east margin of Sunnyside Boulevard; thence north along the east margin of Sunnyside Boulevard to the south margin of 40<sup>th</sup> Street being the True Point of Beginning.

Return Address CITY OF MARYSVILLE 4822 GROVE STREET MARYSVILLE, WA 98270	 200304240268 9 PGS 04-24 2003 11:30am \$27.00 SNOHOMISH COUNTY, WASHINGTON
---	---

Please print or type information

<b>Document Title(s)</b> (or transactions contained therein): CITY OF MARYSVILLE RECOVERY CONTRACT NO 253
<b>Grantor(s)</b> (Last name first, then first name and initials) THE CITY OF MARYSVILLE <input checked="" type="checkbox"/> Additional names on page <u>8</u> of document
<b>Grantee(s)</b> (Last name first, then first name and initials) SUNSET BOULEVARD PROPERTY LLC R&D PARK CREEK LLC
<b>Legal description</b> (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr ) Portions of Sections 2, 3 and 11 in Township 29 North and Section 35 in Township 30 North, Range 5 East <input checked="" type="checkbox"/> Additional legal is on page <u>7</u> of document.
<b>Reference Number(s) of Documents assigned or released:</b> N/A
<b>Assessor's Property Tax Parcel/Account Number</b> 290503 001 021 00 <input type="checkbox"/> Additional parcel numbers on page <u>8</u> of document.
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

After Recording Return to:

CITY OF MARYSVILLE  
4822 GROVE STREET  
MARYSVILLE, WA 98270

**CITY OF MARYSVILLE**  
**CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS**  
**CONTRACT NO. 253**

THIS AGREEMENT, entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "City," and

<u>Name</u> Sunset Boulevard Property LLC	<u>Address</u> 7323 126 <sup>th</sup> Ave NE Kirkland, WA 98033
and	
R&D Park Creek LLC	PO Box 410 Clinton, WA 98236

hereinafter referred to as "Developer."

**WITNESSETH:**

WHEREAS, the Developer has constructed and installed a sewer system, including a 21-inch line and appurtenances situated as follows:

From the connection point of the Trunk D Phase II 10 inch sewer on Sunnyside Boulevard, running north for 2920 LF to the connection to the Phase I sewer at Tract 999 of Westview at Sunnyside Division II.

WHEREAS, the Developer has conveyed said system by Bill of Sale to the City and the City has accepted ownership and maintenance of the same under its sole jurisdiction, subject to a one-year warranty by the Developer; and

WHEREAS, the parties desire to enter into a contract pursuant to Chapter 35.91 RCW providing for reimbursement to the Developer for its construction and installation costs by subsequent users of the system; NOW, THEREFORE,

IN CONSIDERATION of the covenants bargained for and given in exchange, the parties mutually agree as follows:

1. The Developer has furnished or shall furnish the City with an as-built drawing of the installation of the above referenced system on tracing cloth, 24" x 36" in size, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.

2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were \$367,564.20, which have been paid in full by the Developer. See Exhibit A for description of costs.

3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utility lines, and is subject to the lien created by this Contract:

See Exhibits B and C for description of service area

4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is \$367,564.20.

5. For a period not to exceed fifteen (15) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined from the total number of dwelling units of the property to be served, which is known as the "dwelling unit charge." This, however, does not include any other capital improvement charges levied by the City, whether it be by dwelling of the area served, and/or a flat fee. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.

6. The fair pro rata share is hereby established to be \$210.0367 per dwelling unit of benefiting properties.

7. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described utility system during said fifteen-year period without first meeting the following conditions:

- a. If the property is not within the City limits, the owner thereof must sign an annexation covenant as required by City ordinance
- b. Payment of all applicable connection charges, fees and assessments regularly imposed by City ordinance.
- c. Payment of the recovery charge referred to in this Contract.
- d. Compliance with all requirements for utility connections which are regularly imposed by City ordinance.

8. The City shall deduct a fee of \$50.00 for each utility connection, said fee to be kept by the City to cover the cost of administering this Contract. The City shall then disburse the remaining balance which is collected for each connection to the Developer within thirty (30) days of receipt thereof. If the Developer shall hereafter assign its rights herein, the City shall be provided with a signed copy of such assignment by the Developer. The Developer hereby waives any claim which it or its successors or assigns may have if the City negligently fails to collect a reimbursement charge from a property owner connecting to the utility system.

9. At the end of the fifteen year period, which shall commence upon the recording of this agreement, this agreement shall terminate in and of itself, notwithstanding that the full amount provided for herein may not have been recovered. Connection charges subsequent to the termination of this agreement shall be governed by ordinance of the City of Marysville, and all such charges shall be paid to the City for its use and benefit.

10. The provisions of this Contract shall not be construed as establishing the City as a public utility in the areas not already connected to the utility system; nor shall this Contract be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.

11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section 3 of this contract.

12. This Contract shall be recorded in the records of the Snohomish County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

13. Property owners who provided an easement for the sewer main shall be entitled to receive one single-family residential connection to the trunk line without payment of recovery contract charges. Grantor or Grantor's successor, will be required to pay applicable recovery contract charges for any additional connections. Payment of the City's sewer utility connection fee in effect at the time of connection will be required for all connections. See Exhibit D for list of property owners.

ATTEST:

By Perry Becker  
CITY CLERK

THE CITY OF MARYSVILLE:

By David Weiser  
MAYOR

APPROVED AS TO FORM:

By Grant K. Weid  
CITY ATTORNEY

DEVELOPER:

Robert K. [Signature]  
Managing Member

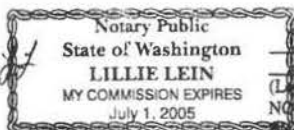
DEVELOPER:

T. Scott Darling  
Director, Investment K. member

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that DAVID A. WEISER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Marysville, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 3<sup>rd</sup> day of March, 2003.



Lillie Lein  
Lillie Lein  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Marysville  
My commission expires 7-01-05

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that T. Scott Darling is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the managing member of Sunset Blvd LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 26<sup>th</sup> day of February, 2003.



Teri D. Bell-McCann  
Teri D. Bell-McCann  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Snohomish County  
My commission expires May 29, 2006

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that Robert K. Porter is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the managing member of R&D Park Creek LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 9<sup>th</sup> day of February, 2003.



Teri D. Bell-McCann  
Teri D. Bell-McCann  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Snohomish County  
My commission expires May 29, 2006



**EXHIBIT A**  
**Trunk D Phase II**  
**21 inch Sewer**

**COSTS**

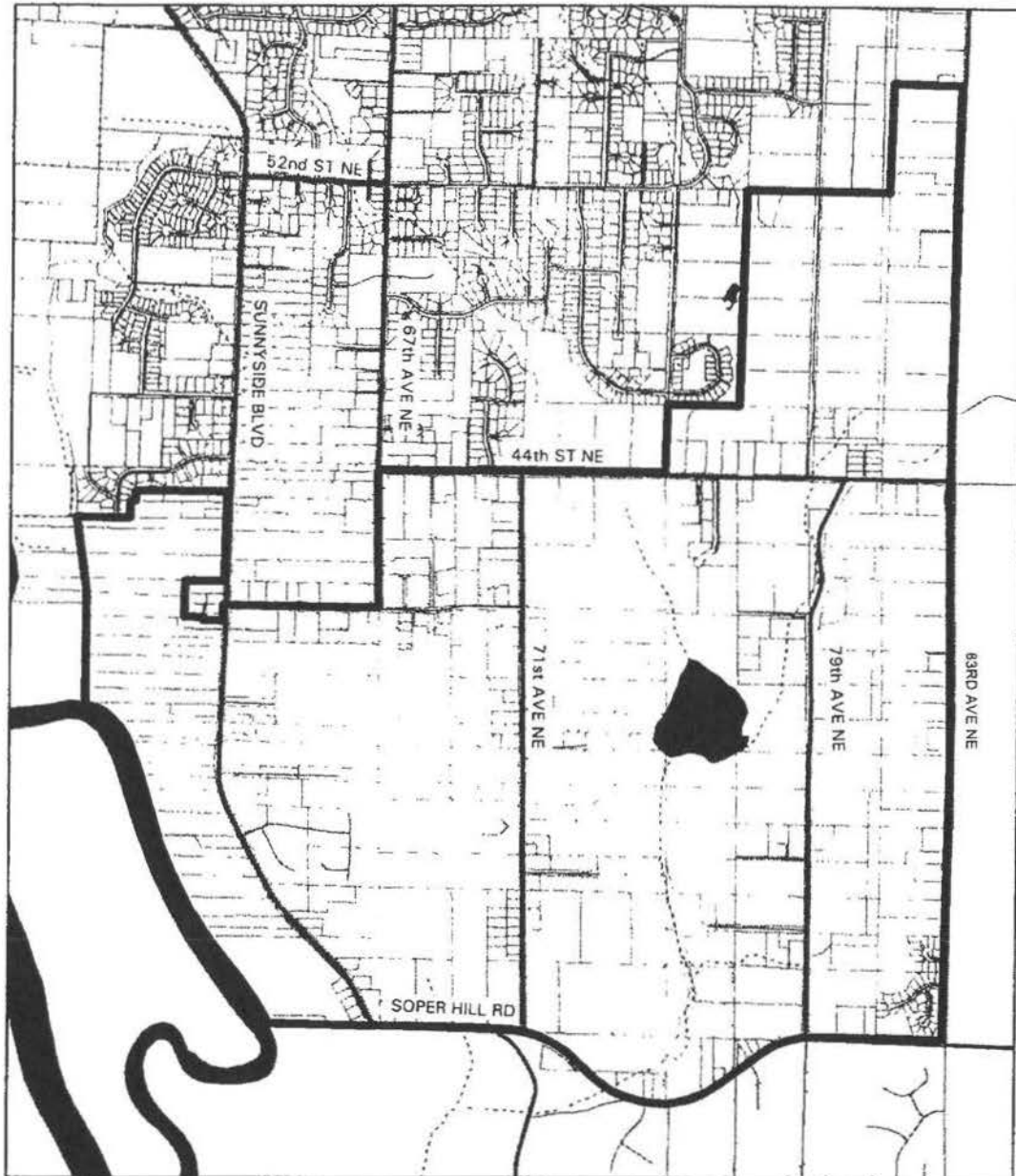
1. Construction	\$273,192.36
2. Easements	\$21,901.00
3. Engineering Design	\$21,830.65
4. Construction Management	\$38,872.06
5. City Project Management	\$2,834.84
6. Sno. County Permits	\$4,274.00
7. PUD Charges	\$4,100.00
8. Administration	<u>\$559.29</u>

**TOTAL = \$367,564.20**

**PRO-RATA SHARE**

Number of dwelling units in service area: 1750 du

Pro-rata share:  $\$367,564.20/1750 = \$210.0367/\text{du}$



### Sunnyside 21" Sewer Service Area



EXHIBIT B

## EXHIBIT C

### City of Marysville Service Area 21 Inch Trunk D Sewer Boundary Description

Those portions of Sections 2, 3, and 11 in Township 29 North and Section 35 in Township 30 North all in Range 5 East, W.M. more particularly described as follows:

BEGINNING at the north  $\frac{1}{4}$  section corner of said section 3; thence south along the north-south centerline of said section 3 to the south line of Plat 8832 (Westview at Sunnyside 2) being the True Point of Beginning; Thence east and north along the south and east boundary of said plat 8832 to the southwest corner of plat 8661 (Westview at Sunnyside 1); thence east along the south boundary of plat 8661 to the west margin of 53<sup>rd</sup> Avenue NE (also known as Sunnyside Blvd.), thence south along the west margin of 53<sup>rd</sup> Avenue to the south margin of 40<sup>th</sup> Street; thence east along the south margin of 40<sup>th</sup> Street to the east line of section 3; thence north along the east line of section 3 to the NW  $\frac{1}{4}$  corner of said section 2; thence east along the north line of said section 2 to the east margin of 75<sup>th</sup> Avenue NE; thence north along said east margin to the northwest corner of Tract 181 of Sunnyside Five Acre Tracts as recorded in Volume 7 of Plats on page 19, records of Snohomish County Washington; thence east along the north line of said Tract 181 to the southwest corner of Tract 158 of said plat; thence north along the west lines of Tracts 158, 155, 134, 131, 110, and 107 to the northwest corner of said Tract 107; thence east along the north line thereof and its extension to the southwest corner of Tract 87; thence continuing east along the south line thereof to the southwest corner of Tract 88; thence north along the west lines of Tracts 88, 81, and 64 to the northwest corner of Tract 64 of said plat; thence east along the north line of said Tract 64 to the west margin of 83<sup>rd</sup> Avenue NE; thence south along said west margin to the north line of said section 2; thence continuing south along said west margin to the north margin of Soper Hill Road; thence west along said north margin of Soper Hill Road to the south line of the south west quarter of said section 2; thence west along said south line and its extension along the south line of said section 3 to the east margin of Ebey Slough; thence north along the east margin of Ebey Slough to the north-south centerline of said section 3; thence north along the north-south centerline of section 3 to the south boundary of plat 8832 being the True Point of Beginning.

**Exhibit D****Property that provided easement for 21 inch sewer**

Owner: William Roberts  
Tax Id: 29050300102100  
Address: 4210 Sunnyside Blvd  
Marysville, WA 98270

Owner: Donald and Marion Hendrickson  
Tax Id: 29050300102200  
Address: 4128 Sunnyside Blvd  
Marysville, WA 98270

Owner: Robert Glien  
Tax Id: 29050300102300  
Address: 4028 Sunnyside Blvd  
Marysville, WA 98270

Owner: David Sears  
Tax Id: 29050300102500  
Address: 2502 25<sup>th</sup> Avenue  
Seattle, WA 98199

Owner: Daphne Sears  
Tax Id: 29050300103300  
Address: 3924 Sunny Ridge Drive  
Marysville, WA 98270

Owner: Stephen Ross  
Tax Id: 29050300102600  
Address: 3906 Sunnyside Blvd  
Marysville, WA 98270

Owner: James Buell  
Tax Id: 29050300103400  
Address: 3830 Sunnyside Blvd  
Marysville, Wa 98270

Owner: Mark Spears  
Tax Id: 29050300103600  
Address: 3810 Sunnyside Blvd  
Marysville, WA 98270

Owner: Carl Peterson  
Tax Id: 290503001037  
Address: 3728 Sunnyside Blvd  
Marysville, WA 98270

Owner: Dee Ann Nelsen  
Tax Id: 29050300103800  
Address: 3704 Sunnyside Blvd  
Marysville, WA 98270

Owner: Harvey Jubie  
Tax Id: 29050300104100  
Address: 3622 Sunnyside Blvd  
Marysville, WA 98270

## Return Address

CITY OF MARYSVILLE  
4822 GROVE STREET  
MARYSVILLE, WA 98270



200305050302 8 PGS  
05-05-2003 10:32am \$26.00  
SNOHOMISH COUNTY, WASHINGTON

Please print or type information

<b>Document Title(s)</b> (or transactions contained therein): CITY OF MARYSVILLE RECOVERY CONTRACT NO. 252
<b>Grantor(s)</b> (Last name first, then first name and initials) THE CITY OF MARYSVILLE
<b>Grantee(s)</b> (Last name first, then first name and initials) SUNSET BOULEVARD PROPERTY LLC R&D PARK CREEK LLC
<b>Legal description</b> (abbreviated: i.e., lot, block, plat or section, township, range, qtr /qtr.) Portions of Sections 2, 3 and 11 in Township 29 North and Section 35 in Township 30 North, Range 5 East <input checked="" type="checkbox"/> Additional legal is on page <u>6</u> of document.
<b>Reference Number(s)</b> of Documents assigned or released N/A
<b>Assessor's Property Tax Parcel/Account Number</b> 29050300103900 <input checked="" type="checkbox"/> Additional parcel numbers on page <u>7</u> of document.
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein

After Recording Return to:

CITY OF MARYSVILLE  
4822 GROVE STREET  
MARYSVILLE, WA 98270

**CITY OF MARYSVILLE  
CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS  
CONTRACT NO. 252**

THIS AGREEMENT, entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "City," and

<p>Name Sunset Boulevard Property LLC</p> <p>and</p> <p>R&amp;D Park Creek LLC</p>	<p>Address 7323 126<sup>th</sup> Ave NE Kirkland, WA 98033</p> <p>PO Box 410 Clinton, WA 98236</p>
--	--

hereinafter referred to as "Developer."

**WITNESSETH:**

WHEREAS, the Developer has constructed and installed a sewer system, including a 10-inch line and appurtenances situated as follows:

From the connection with the Trunk D Phase II 21 inch sewer, running south along Sunnyside Boulevard for 3935 LF to the Trunk D Phase II lift station vicinity 71<sup>st</sup> Avenue.

WHEREAS, the Developer has conveyed said system by Bill of Sale to the City and the City has accepted ownership and maintenance of the same under its sole jurisdiction, subject to a one year warranty by the Developer; and

WHEREAS, the parties desire to enter into a contract pursuant to Chapter 35.91 RCW providing for reimbursement to the Developer for its construction and installation costs by subsequent users of the system; NOW, THEREFORE,

IN CONSIDERATION of the covenants bargained for and given in exchange, the parties mutually agree as follows:

1. The Developer has furnished or shall furnish the City with an as-built drawing of the installation of the above referenced system on tracing cloth, 24" x 36" in size, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.
2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were \$472,303.42, which have been paid in full by the Developer. See Exhibit A for description of costs.
3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utility lines, and is subject to the lien created by this Contract:  
  
See Exhibits B and C for description of service area boundary
4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is \$472,303.42.

5. For a period not to exceed fifteen (15) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined from the total number of dwelling units of the area to be served, which is known as the "dwelling unit charge." This, however, does not include any other capital improvement charges levied by the City, whether it be by dwelling units of the area served, and/or a flat fee. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.

6. The fair pro-rata share is hereby established to be \$763.0104 per dwelling unit of benefiting properties.

7. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described utility system during said fifteen-year period without first meeting the following conditions:

- a. If the property is not within the City limits, the owner thereof must sign an annexation covenant as required by City ordinance.
- b. Payment of all applicable connection charges, fees and assessments regularly imposed by City ordinance.
- c. Payment of the recovery charge referred to in this Contract.
- d. Compliance with all requirements for utility connections which are regularly imposed by City ordinance.

8. The City shall deduct a fee of \$50.00 for each utility connection, said fee to be kept by the City to cover the cost of administering this Contract. The City shall then disburse the remaining balance which is collected for each connection to the Developer within thirty (30) days of receipt thereof. If the Developer shall hereafter assign its rights herein, the City shall be provided with a signed copy of such assignment by the Developer. The Developer hereby waives any claim which it or its successors or assigns may have if the City negligently fails to collect a reimbursement charge from a property owner connecting to the utility system.

9. At the end of the fifteen-year period, which shall commence upon the recording of this agreement, this agreement shall terminate in and of itself, notwithstanding that the full amount provided for herein may not have been recovered. Connection charges subsequent to the termination of this agreement shall be governed by ordinance of the City of Marysville, and all such charges shall be paid to the City for its use and benefit.

10. The provisions of this Contract shall not be construed as establishing the City as a public utility in the areas not already connected to the utility system; nor shall this Contract be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.

11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section 3 of this contract

12. This Contract shall be recorded in the records of the Snohomish County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

ATTEST:  
By Derry Becker  
CITY CLERK

THE CITY OF MARYSVILLE:  
By David Weems  
MAYOR

APPROVED AS TO FORM:  
By Scott K. Weed  
CITY ATTORNEY

DEVELOPER:  
Robert A. [Signature]  
Margaret [Signature]

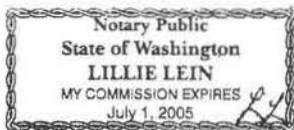
DEVELOPER:

Scott Darling  
Darling Investment LLC member

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that DAVID A. WEISER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Marysville, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 3rd day of March, 2003.

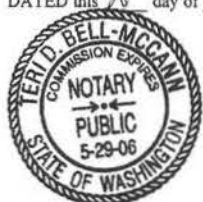


Lillie Lein  
Lillie Lein  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Marysville  
My commission expires 7-01-05

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that T. Scott Darling is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the managing member of Sunset Blvd LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 2nd day of February, 2003.



Teri D. Bell-McCann  
Teri D. Bell-McCann  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Snohomish County  
My commission expires May 29, 2006

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that Robert K. Porter is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the managing member of R&D Park Creek LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 2nd day of February, 2003.



Teri D. Bell-McCann  
Teri D. Bell-McCann  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Snohomish County  
My commission expires May 29, 2006



**EXHIBIT A**  
**Trunk D Phase II**  
**10 inch Sewer**

**COSTS**

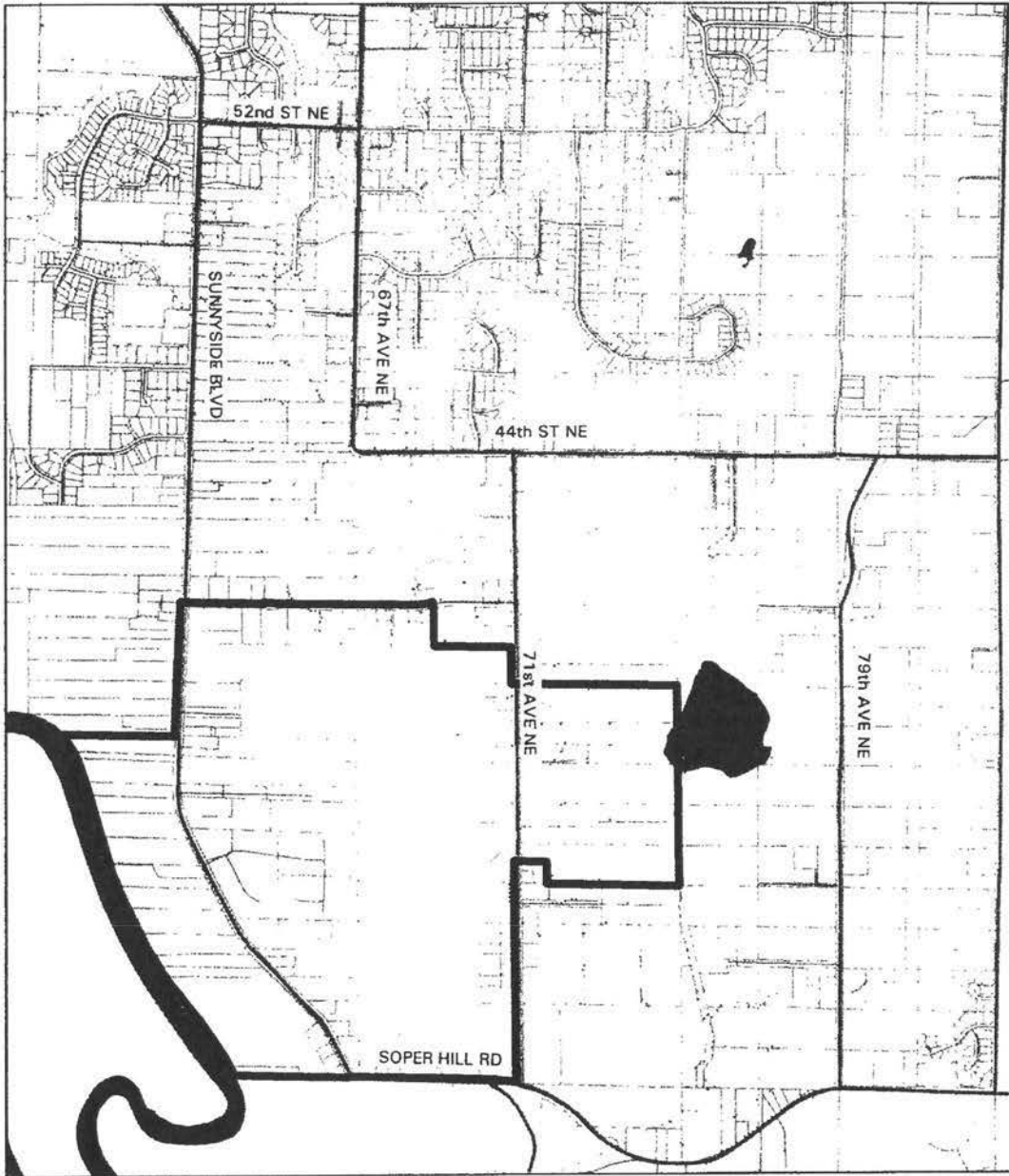
1. Construction	\$364,088.34
2. Engineering Design	\$29,094.14
3. Construction Management	\$51,806.02
4. City Project Management	\$3,778.08
5. Sno. County Permits	\$4,007.69
6. PUD Charges	\$18,783.76
7. Administration	<u>\$745.39</u>

**TOTAL = \$472,303.42**

**PRO-RATA SHARE**

Number of Dwelling units in service: 619 du

Pro-rata share:  $\$472,303.42/619 = \$763.0104/\text{du}$



## Sunnyside 10" Sewer Service Area



EXHIBIT B

## EXHIBIT C

### City of Marysville Service Area 10-inch Sewer in Sunnyside Boulevard Boundary Description

Those portions of Sections 2, 3, and 11 in Township 29 North and Section 35 in Township 30 North all in Range 5 East, W.M. more particularly described as follows:

BEGINNING at the north  $\frac{1}{4}$  section corner of said section 3; thence east along the north line of said section 3 to the east margin of 53<sup>rd</sup> Avenue NE (also known as Sunnyside Blvd.); thence south along the east margin of 53<sup>rd</sup> Avenue to the east-west centerline of said section 3 being the True Point of Beginning; Thence east along the east-west centerline of section 3 to the east  $\frac{1}{4}$  corner of section 3; thence north along the east line of section 3 to the south margin of 40<sup>th</sup> Street; thence east along the south margin of 40<sup>th</sup> Street to the northeast corner of APN 290502-002-019; thence south along the west boundary of APN 290502-002-042 to its southwest corner; thence east along the south line of said APN 042 and APN 016 to the east margin of 71st Avenue NE; thence south along the east margin of 71<sup>st</sup> Avenue to the NW corner of APN 290502 002-028; thence east along the north line of APN 290502-002 028 and south along the east line of APN 290502-002 028, 030, 032, 063 to center of said section 2; thence continuing south along the east lines of APN 290502-003-001, 002, 038, 003 to the SW corner of APN 290502-003-003; thence west along the south line of APN 290502-003-003 to the west margin of 71<sup>st</sup> Avenue NE; thence south along the west margin of 71<sup>st</sup> Avenue to the south line of section 2; thence west along the south line of section 2 and section 3 to the east margin of Ebey Slough; thence north along the east margin of Ebey Slough to the east-west center line of said section 3; thence east along the east-west center line of section 3 to the east margin of Sunnyside Boulevard being the True Point of Beginning.

**EXHIBIT D**  
**Benefiting Property**  
**Tax Parcel numbers**

29050300103900, 29050300107700, 29050300400900, 29050300401200, 29050300401000,  
 29050300401100, 29050300401300, 29050300401400, 29050300401500, 29050300401600,  
 29050300401700, 29050300404600, 29050300402800, 29050300402900, 29050300403000,  
 29050300403100, 29050300403200, 29050300403300, 29050300403400, 29050300403500,  
 29050300404200, 29050300102800, 29050300104400, 29050300104500, 29050300104300,  
 29050300104700, 29050300106600, 29050300107000, 29050300104900, 29050300105000,  
 29050300105200, 29050300105400, 29050300105500, 29050300105600, 29050300106400,  
 29050300105700, 29050300400100, 29050300400200, 29050300400300, 29050300404300,  
 29050300400400, 29050300400500, 29050300401800, 29050300400600, 29050300400700,  
 29050300400800, 29050300404900, 29050300402200, 29050300405000, 29050300402100,  
 29050300402300, 29050300402500, 29050300403700, 29050300404000, 29050300404500,  
 29050300404100, 29050200205600, 29050200202300, 29050200202400, 29050200203700,  
 29050200202200, 29050200202100, 29050200205900, 29050200201700, 29050200206000,  
 29050200201900, 29050200202500, 29050200201500, 29050200204000, 29050200203600,  
 29050200204500, 29050200206200, 29050200205000, 29050200203500, 29050200205400,  
 29050200203000, 29050200203400, 29050200203100, 29050200203000, 29050200203200,  
 29050200203300, 29050200204300, 29050200205100, 29050200206300, 29050200300100,  
 29050200300200, 29050200303800, 29050200300300, 29050200300900, 29050200301100,  
 29050200301200, 29050200301300, 29050200301000, 29050200301400, 29050200301500,  
 29050200301600, 29050200302400, 29050200302500, 29050200302600, 29050200302300,  
 29050200303300, 29050200303400, 29050200303500, 29050200303600, 29050200302700,  
 29050200301800, 29050200301900, 29050200301700, 29050200302200, 29050200302100,  
 00592900000100, 00592900000200, 00592900000300, 00592900000400, 00592900000500,  
 00592900000600, 00592900000700, 00592900000800

REAL ESTATE SALES TAX  
 AMOUNT PAID - 78  
 RECEIPT NO. 002740

APR 2 1971

THE STATE OF WASHINGTON  
*Richard C. [Signature]*

PROPERTY LINE SETTLEMENT

WALTER LYNES KING and VIRGINIA KING, husband and wife, hereinafter termed First Parties, agree with ELTON KUCHERA and Faythe E RUCHERA, husband and wife, hereinafter termed Second Parties as follows:

1. That First Parties are the owners of a portion of the SW 1/4 of SW 1/4 of Section 2, Township 29 N.R. 5 E.W.M., Snohomish County, Washington, described as follows:

Commencing at the Southwest corner of said SW 1/4 of SW 1/4; thence Northerly parallel to Westerly Section line 660 feet to true point of beginning; thence continue Northerly parallel to Westerly section line 660 feet to South line of NW 1/4 of SW 1/4 of Section 2, Township 29 N. R. 5 E.W.M.; thence Easterly parallel to South line of said section 660 feet; thence Southerly parallel to Westerly section line 660 feet; thence Westerly parallel to South line of said section 660 feet to true point of beginning, less roads.

2. That Second Parties are the owners of the W 1/2 of NE 1/4 of SW 1/4 of SW 1/4 of Section 2, Township 29 N.R 5 E., W.M., Snohomish County, Washington.

3. That the boundary line between said parties has been disputed, First Parties relying upon the line marked by a fence which they claim has over a long period been recognized as the boundary line and Second Parties relying upon the line established by survey of Bert M. Lindeuth, Registered Professional Surveyor, made in 1956. That the claims of neither parties have not been established by Court action and they desire by this agreement to definitely and finally establish such boundary line.

4. That First Parties for the consideration hereinafter set forth agree that the boundary line shall be and is established

--1--

OFFICIAL RECORDS

NO. 582 REC 627

2190638

K 325  
 K 337

on the line of the survey of Bert M. Lindemuth, the correctness of which has been verified by First Parties. That First Parties hereby quit claim and convey to Second Parties their claim to any land lying between the fence line and the surveyed line.

5. That Second Parties in consideration of the establishment of such line and release of any land lying between the fence line and the surveyed line agree:

(A) At their expense as to labor and material to construct a four strand new heavy duty barbed wire fence on steel posts in a straight line along the line established by the survey to be completed prior to April 15, 1971.

(B) To pay First Parties the sum of \$75.00 to compensate them for the trees growing on the land which lies between the former fence line and the surveyed line which surveyed line is by this agreement established as the boundary line between the lands of First and Second Parties.

Executed in duplicate this 20<sup>th</sup> day of March 1971.

Walter Lynes King  
Virginia King  
First Parties  
Edwin M. Kuchera  
John Taylor C. Kuchera  
Second Parties

STATE OF WASHINGTON,  
COUNTY OF SPOKANE,

On this day personally appeared before me WALTER LYNES KING and VIRGINIA KING, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument and a copy of which they have signed the same as their free and voluntary act and deed, for the uses and purposes therein contained.



Witness my hand and official seal this 20<sup>th</sup> day of March 1971.  
Walter Lynes King  
Notary Public in and for the State of Washington, residing at [illegible]

STATE OF WASHINGTON,)  
:ss  
COUNTY OF SNOHOMISH,)

On this day personally appeared before me ELTON KUCHERA and Fayth E. KUCHERA, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29<sup>th</sup> March, 1971.



Arthur M. Newton  
Notary Public in and for the State of Washington, residing at Everett

215083Z

RECORDED  
OFFICIAL RECORDS  
MAR 2 PM 1 50  
STANLEY DUBOINE, ALICE DE  
SNOHOMISH COUNTY, WASH.  
Snohomish County Recorder

2/00

Elton Kuchera  
6925 Sunnyvale Blvd  
Marysville, edw 98270

OFFICIAL RECORDS  
# 491 no 628

200301100513

After Recording Return To  
Snohomish County Parks and Recreation  
3000 Rockefeller MS 303  
Everett, WA 98201



200301100513  
01/10/2003 01:22 PM Snohomish  
P.0005 RECORDED County

**NO EXCISE TAX  
REQUIRED**

JAN 10 2003

BOB DANTINI, Snohomish County Treasurer

By: BOB DANTINI

**EASEMENT**

Reference #:

*stacey*

Grantor: Thomas L. and ~~Stacy~~ King, Virginia C. King  
Grantee: Snohomish County, a political subdivision of the State of Washington  
Legal Description (abbreviated): Ptn SE ¼ SE ¼ Sec. 3, Twp. 29 N., R. 5, EWM  
Assessor's Tax Parcel ID #: Ptn 29050300404700, 29050300402100, 29050300405000  
Assessor's Tax Parcel ID #:

**KNOW ALL MEN BY THESE PRESENTS** that the Grantors, THOMAS L. KING and STACY KING, husband and wife, and VIRGINIA C. KING, as her separate estate, for and in consideration of TEN DOLLARS and other valuable consideration, hereby grant and convey to SNOHOMISH COUNTY, a political subdivision of the State of Washington, referred to as Grantee, a perpetual, non-exclusive easement for public use for utilities, ingress and egress over, under and across the following described real property, together with any after-acquired interest therein.

See Exhibit A attached hereto and incorporated herein by this reference.

[remainder of page intentionally left blank.]

23/5

OLD REPUBLIC TITLE LTD. 615838



This Easement shall benefit the property legally described on Exhibit B, attached hereto and incorporated herein by this reference, and shall run with the land and inure to the benefit of Grantee, its heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto granted this Easement on the 9 day of January, 2003.

GRANTORS:

Thomas L. King  
THOMAS L. KING

Stacy King  
STACY KING  
Stacey

Virginia C. King  
VIRGINIA C. KING

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF SNOHOMISH )

Stacey<sup>(PM)</sup>

On this day personally appeared before me THOMAS L. KING and STACY KING, husband and wife, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 9 day of January, 2003.

Patty McPart  
Printed: Patty McPart  
NOTARY PUBLIC in and for Washington  
Residing at Snohomish  
My commission expires: 6-1-03

200301100513

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

On this day personally appeared before me VIRGINIA C. KING, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 9 day of January, 2003.

Patty McCarty  
Printed. Patty McCarty  
NOTARY PUBLIC in and for Washington  
Residing at Snohomish  
My commission expires: 6-1-03

Accepted By:

Robert J. Drewel

Robert J. Drewel  
Snohomish County Executive

for GARY WEIKEL  
Deputy Executive

**200301100513**

## EXHIBIT A

Exhibit No. 1  
Easement Grant

A non-exclusive easement for ingress, egress and utilities over, under, across and through that portion of the Northeast quarter of the Southeast Quarter and the Southeast quarter of the Southeast quarter of Section 3, Township 29 North, Range 5 East, W.M. described as follows;

**Commencing** at the Southeast corner of said Section 3; thence North 0°34'43" West, along the East line of said Section 3, a distance of 1287.26 feet to the Northeast corner of said Southeast quarter of the Southeast quarter; thence North 0°34'43" West, a distance of 32.74 feet to the Northeast corner of that certain parcel of land conveyed to Thomas and Stacey King by Quit Claim Deed recorded under Auditor File No. 8109250158 and the **True Point of Beginning**; thence North 89°04'43" West, along the north line of that certain parcel of land conveyed to Thomas and Stacey King by Quit Claim Deed recorded under Auditor File No. 8109250158, a distance of 319.02 feet; thence South 0°34'43" East, parallel with the East line of the Southeast quarter of the Southeast quarter of said Section 3, a distance of 60.02 feet; thence South 89°04'43" East, parallel with the North line of the said parcel conveyed to Thomas and Stacey King, a distance of 221.60 feet; thence on a curve to the right, which center to said curve bears South 0°55'17" West, having a radius of 100.00 feet, an arc distance of 154.46 feet to the East line of said subdivision; thence North 0°34'43" West, along said East line of said subdivision, a distance of 157.44 feet to the **True Point of Beginning**.

November 25, 2002  
02058  
Revision #1



**200301100513**

**EXHIBIT B**  
**to**  
**Easement**

All that portion of the Southwest quarter of the Southwest quarter of Section 2, Township 29 North, Range 5 East, W M , in Snohomish County, Washington, described as follows.

Beginning at the Southwest corner of said Southwest quarter of the Southwest quarter:  
 THENCE Northerly parallel to the Westerly section line 660 feet to the True Point of Beginning;  
 THENCE continue Northerly parallel to said Westerly section line 660 feet to the South line of the Northwest quarter of the Southeast quarter of said Section 2;  
 THENCE Easterly parallel to the South line of said Section 660 feet;  
 THENCE Southerly parallel to the Westerly section line 660 feet;  
 THENCE Westerly parallel to the South line of said Section 660 feet to the True Point of Beginning,  
 EXCEPT roads,

AND EXCEPT that portion lying East of the Property Line described under Auditor's File Number 21090692.

**ABBREVIATED LEGAL**

Portion of the Southwest quarter of the Southwest quarter of Section 2, Township 29 North, Range 5 East, W.M.

Tax Account No 290502-003-024-00

**200301100513**

Branch :FAK,User :SAMD

Comment:

Station Id :TU35

200912300462.001

226773

RETURN TO:  
SNOHOMISH COUNTY  
PROPERTY MANAGEMENT  
3000 ROCKEFELLER AVENUE M/S 404  
EVERETT, WA. 98201



68.08

No. 5361657 12/30/2009 10:23 AM  
Thank you for your payment.  
DEPT

### QUIT CLAIM DEED

**Reference #:**  
Grantor: Snohomish County, a political subdivision of the State of Washington  
Grantee: City of Marysville, a Washington municipal corporation  
Legal Description: A portion of the SW of the SW of Section 2, Township 29 North, Range 5 East, W.M.  
Assessor's Tax Parcel ID#: 29050200302400 and a portion of 29050300405000,  
29050300404700

THE GRANTOR, SNOHOMISH COUNTY, a political subdivision of the State of Washington, for and in consideration of the Interlocal Agreement recorded under Auditor's File No. 200907280020 and mutual benefits conveys and quit claims to the CITY OF MARYSVILLE, a Washington municipal corporation, all of the Grantor's right, title and interest in and to the following described real property, situated in the County of Snohomish, State of Washington, subject to the right of proceeds and restrictions statement below.

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 29 NORTH RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTHERLY PARALLEL TO THE WESTERLY SECTION LINE 660 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY PARALLEL TO SAID WESTERLY SECTION LINE 660 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE EASTERLY PARALLEL TO THE SOUTH LINE OF SAID SECTION 660 FEET; THENCE SOUTHERLY PARALLEL TO THE WESTERLY SECTION LINE 660 FEET; THENCE WESTERLY PARALLEL TO THE SOUTH LINE OF SAID SECTION 660 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT ROADS; AND EXCEPT THAT PORTION LYING EAST OF THE PROPERTY LINE DESCRIBED UNDER AUDITOR'S FILE NUMBER 2190692;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES RECORDED UNDER AUDITOR'S FILE NO. 200301100513 AND AS CORRECTED BY EASEMENT RECORDED UNDER AUDITOR'S FILE NO. 200410040255 DESCRIBED AS FOLLOWS:

PAGE 1 OF 3

Branch :FAK,User :SAMD

Comment:

Station Id :TU35

200912300462.002

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND UTILITIES OVER, UNDER, ACROSS AND THROUGH THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE NORTH 0°34'43" WEST, ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 1287.26 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, THENCE NORTH 0°34'43" WEST, A DISTANCE OF 32.74 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THOMAS AND STACEY KING BY QUIT CLAIM DEED RECORDED UNDER AUDITOR FILE NO. 8109250158 AND THE TRUE POINT OF BEGINNING; THENCE NORTH 89°04'43" WEST, ALONG THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THOMAS AND STACEY KING BY QUIT CLAIM DEED RECORDED UNDER AUDITOR FILE NO. 8109250158 A DISTANCE OF 319.02 FEET; THENCE SOUTH 0°34'43" EAST, PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 60.02 FEET; THENCE SOUTH 89°04'43" EAST, PARALLEL WITH THE NORTH LINE OF THE SAID PARCEL CONVEYED TO THOMAS AND STACEY KING, A DISTANCE OF 221.60 FEET; THENCE ON A CURVE TO THE RIGHT, WHICH CENTER TO SAID CURVE BEARS SOUTH 0°55'17" WEST, HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 154.46 FEET TO THE EAST LINE OF SAID SUBDIVISION, THENCE NORTH 0°34'43" WEST, ALONG SAID EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 157.44 FEET TO THE TRUE POINT OF BEGINNING

Subject to any easements, covenants, conditions, restriction and reservations of record; and

Both parties agree that for ten (10) years from the date of transfer of title of the real property from Grantor to the Grantee, if the Grantee chooses to sell its interest in the subject real property, or any portion thereof, the Grantee shall pay to the Grantor any proceeds realized from the sale, excepting reasonable closing costs.

Dated: 12/21/09

SNOHOMISH COUNTY:

*[Signature]*  
Snohomish County Executive  
**MARK SOINE**  
Deputy Executive

Dated: 12/22/09

ACCEPTED AND APPROVED:  
CITY OF MARYSVILLE

*[Signature]*  
Dennis L. Randall

COUNCIL USE ONLY  
Approved: 12-16-09  
Docfile: D-27

Branch :FAK,User :SAMD

Comment:

Station Id :TU35

200912300462.003

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SNOHOMISH)

On this 21<sup>st</sup> day of December, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mark Soine, to me known to be the Deputy Executive of Snohomish County and acknowledged to me the said instrument to be for the uses and purposes therein mentioned, and signed said instrument on behalf of Snohomish County as its free and voluntary act and deed.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Cora E. Palmer  
NOTARY PUBLIC in and for the State of  
Washington residing at: Salisbury  
My commission expires: 7/18/12

# SUBDIVISION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee/Certificate Number:

**500065180**  
**Update 1**

## CHICAGO TITLE INSURANCE COMPANY

a corporation, herein called the Company

### GUARANTEES

Metron and Associates, Inc.

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

### LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

**Chicago Title Insurance Company**

By:

\_\_\_\_\_  
President

**Chicago Title Company of Washington**  
**3002 Colby Ave., Suite 200**  
**Everett, WA 98201**

Countersigned By:

\_\_\_\_\_  
Authorized Officer or Agent



Attest:

\_\_\_\_\_  
Secretary



**CHICAGO TITLE INSURANCE COMPANY****ISSUING OFFICE:**

Title Officer: Builder Unit  
Chicago Title Company of Washington  
3002 Colby Ave., Suite 200  
Everett, WA 98201  
Fax: (866)827-8844  
Main Phone: (425)259-8223  
Email: evebuilder@ctt.com

**SCHEDULE A**

Liability	Premium	Tax
\$1,000.00	\$350.00	\$33.95

Effective Date: February 2, 2018 at 08:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Title to said real property is vested in:

King's Royal Reds LLC a Washington limited liability company as to Parcel A and Thomas L. King as his separate estate as to Parcel B

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

**END OF SCHEDULE A**

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 290503-004-050-00 and 290503-004-021-00**

---

**Parcel A: 4-021**

That portion of the Southeast Quarter of Section 3, Township 29 North, Range 5 East W.M. described as follows:

Commencing at the Southeast corner of said Section 3;

Thence North 0°33'59" West along the East line of said Section 3 for a distance of 822.60 feet, more or less, to the True Point of Beginning,;

Thence North 89°17'51" West for 514.88 feet;

Thence North 0°56'01" East 170.13 feet;

Thence South 89°03'59" West 267.37 feet to the Northeasterly margin of the County road right of way;

Thence North 44°33' West along said road margin for a distance of 31.79 feet;

Thence Northwesterly along the arc of a curve to the right having a radius of 1116.03 feet and consuming an angle of 2°42'11" for 52.65 feet;

Thence South 89°03'59" East 360.0 feet;

Thence North 0°56'01" East for 90 feet to a fence line;

Thence South 89°03'59" East along said fence line 254.49 feet to a point that bears South 2°16'25" East 177.82 feet from a point on the North line of the Southeast Quarter of Southeast Quarter that is 224.0 feet Westerly of the Northeast corner thereof;

Thence North 2°16'25" West for a distance of 177.82 feet;

Thence Easterly 224.0 feet to the Northeast corner of said Southeast Quarter of Southeast Quarter;

Thence Southerly 497.84 feet more or less to the True Point of Beginning;

Situate in the County of Snohomish, State of Washington.

**Parcel B: 4-050**

That portion of the Southeast Quarter of Section 3, Township 29 North, Range 5 East W.M. described as follows:

Beginning at the Southeast corner of said Section 3

Thence North 0°33'59" West along the East line of said Section 1320.00 feet;

Thence North 89°03'59" West for a distance of 224.0 feet to the True Point of Beginning;

Thence continue North 89°03'59" West for a distance of 416.87 feet;

Thence South 0°56'01" West 177.54 feet;

Thence South 89°03'59" East 426.82 feet to a point that bears South 2°16'25" East from the True Point of Beginning;

**EXHIBIT "A"**  
**Legal Description**

North 2°16'25" West 177.82 feet to the True Point of Beginning;

**Together With** that portion of the Southeast Quarter of the Southeast Quarter of Section 3, Township 29 North, Range 5 East W.M. described as follows:

Beginning at the Southeast corner of said Section 3;

Thence North 0°33'59" West along the East line of said Section 3, 822.60 feet;

Thence North 89°03'59" West 514.88 feet;

Thence North 0°56'01" East 170.13 feet;

Thence South 89°03'59" West 267.37 feet to the Northeasterly margin of the County road right of way;

Thence North 44°33' West along said road margin for a distance of 31.79 feet;

Thence Northwesterly along the arc of a curve to the right having a radius of 1116.03 feet and consuming an angle of 2°42'11" for 52.65 feet;

Thence South 89°03'59" East 187.67 feet to a point that bears South 0°56'01" West from a Point hereinafter referred to as Point "A" that is North 0°33'59" West 1320.00 feet and North 89°03'59" West 640.87 feet from the Southeast corner of said Section 3, said Point hereinafter referred to as Point "B";

Thence North 0°56'01" East 90.00 feet to a point that is 177.54 feet Southerly of the herein described Point A, said point also being the True Point of Beginning;

Thence South 0°56'01" West 90 feet to the herein described Point B;

Thence South 89°03'59" East 172.33 feet to a point that is 360 feet Easterly of the County road right of way;

Thence North 0°56'01" East 90 feet to a point that bears South 89°03'59" East from the True Point of Beginning;

Thence North 89°03'59" West 172.33 feet to the True Point of Beginning.

Situate in the County of Snohomish, State of Washington.

**SCHEDULE B**

**GENERAL EXCEPTIONS**

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

**SCHEDULE B**  
(continued)

**SPECIAL EXCEPTIONS**

1. No search has been made as to property taxes and assessments. Property taxes and assessments will be searched upon request.
  
2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: Western Farmers Association et. al.  
Purpose: Ingress, egress and utilities  
Recording Date: August 22, 1962  
Recording No.: 1554842 and 1554843 and 1554846 and 1554845  
Affects: A 60 foot strip across said premises
  
3. Affidavit Regarding Boundary Line Adjustment and the terms and conditions thereof:  
  
Recording Date: June 3, 1980  
Recording No.: 8006030146
  
4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: Thomas L, King and Stacey King  
Purpose: Ingress, egress and utilities  
Recording Date: August 5, 1981  
Recording No.: 8108050177  
Affects: A 60 foot strip across said premises.
  
5. Restrictive Covenant for Alternative On Site Sewage System and the terms and conditions thereof:  
  
Recording Date: September 22, 1981  
Recording No.: 8109220214  
Affects: Parcel B
  
6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: Snohomish County Public Utility District No 1  
Purpose: Electric Distribution  
Recording Date: December 1, 1981  
Recording No.: 8112010068  
Affects: A south portion of Parcel B
  
7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: Snohomish County Public Utility District No. 1  
Purpose: Electric Distribution  
Recording Date: December 7, 1983  
Recording No.: 8312070172  
Affects: A portion of Parcel A

**SCHEDULE B**  
(continued)

8. Boundary Line Adjustment and the terms and conditions thereof:

Recording Date: September 22, 1981  
Recording No.: 8109220220

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as contained in Boundary Line Adjustment:

Granted to: Howard Gillium  
Purpose: Ingress, egress and utilities  
Recording Date: September 22, 1981  
Recording No.: 8109220220  
Affects: A 60 foot strip across said premises

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: James F.Luma and Marjorie E. Luma  
Purpose: Ingress, egress and utilities  
Recording Date: January 12, 1982  
Recording No.: 8201120063  
Affects: A 60 foot strip across said premises

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Snohomish County  
Purpose: Utilities, ingress and egress  
Recording Date: January 10, 2003  
Recording No.: 200301100513  
Affects: Unable to locate as legal has scriveners error.

Note: An instrument was recorded under Auditors Number 200410040255 which purported to correct said instrument.

12. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Sunset Boulevard:

Recording No: 200211135005

13. Recovery contract No. 333 and the terms and conditions thereof:

Recording Date: May 30, 2001  
Recording No.: 200105300299

**SCHEDULE B**  
(continued)

14. City of Marysville Recovery Contract no. 251 and the terms and conditions thereof:

Recording Date: April 24, 2003  
Recording No.: 200304240256

15. City of Marysville Recovery Contract No 253 and the terms and conditions thereof:

Recording Date: April 24, 2003  
Recording No.: 200304240268

16. City of Marysville Recovery Contract No. 252 and the terms and conditions thereof:

Recording Date: May 5, 2003  
Recording No.: 200305050302

17. The Company's liability for this report is limited to \$1,000.00. This report is based on the company's property records, and no liability is assumed for items misindexed or not indexed in the public records, or for matters which would be disclosed by an inquiry of the parties in possession or by an accurate survey or inspection of the premises. This report and the legal description given herein are based upon information supplied by the applicant as to the location and identification of the premises in question, and no liability is assumed for discrepancies resulting therefrom. This report does not represent either a commitment to insure title, an examination of, or opinion as to the sufficiency or effect of the matter shown, or an opinion as to the marketability of title to the subject premises.


**END OF SCHEDULE B**

# *Index #11*



**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 14, 2018**

<b>AGENDA ITEM:</b>	
Professional Services Agreement with HDR for engineering services for the 88 <sup>th</sup> ST NE Corridor Widening Project.	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Steven Miller, Project Manager	
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
Professional Services Agreement; Exhibits A – J.	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
30500030.563000, R1101	\$ 999,165.63
<b>SUMMARY:</b>	
<p>On November 18, 2017, the City advertised a Request for Proposal, asking firms to submit written proposals stating their qualifications to provide consultant services for the 88<sup>th</sup> ST NE Corridor Widening Project. The City received proposals from seven (7) firms and selected HDR, Perteeet, and WH Pacific to participate in an interview selection process. Interviews were conducted on January 26, 2018. HDR was selected by the consultant selection committee as the most qualified firm for the project.</p> <p>The project is funded in part by Snohomish County through an interlocal agreement for 50% of the contract cost, with matching funds to be provided by the City of Marysville.</p> <p>It is requested at this time that Council authorize an agreement with HDR, Inc. to perform preliminary design for the project. Design documents will be advanced to 30% progress completion. The documents will consist of plans, environmental documentation, construction estimate, and other deliverables necessary to complete 30% design development.</p>	

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the Professional Services Agreement with HDR, in the amount of \$ 999,165.63 for engineering services to develop 30% design documents for the widening of 88<sup>th</sup> ST NE, between State Ave and 67<sup>th</sup> Ave NE.

## Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): HDR Engineering, Inc.	
Address 929 108th Ave. NE, Suite 1300, Bellevue, WA 98005	Federal Aid Number HSIP-000S(441)
UBI Number 6010021437	Federal TIN or SSN Number 47-0680568
Execution Date	Completion Date September 30, 2019
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Title City of Marysville - 88th Street NE Corridor Improvement Project - State Avenue to 67th Avenue NE	
Description of Work See Exhibit "A", Scope of Work attached hereto and made a part of this agreement.	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Total Amount Authorized: \$999,165.63	

### Index of Exhibits

Exhibit A	Scope of Work
<del>Exhibit B</del>	<del>DBE Participation/SBE Plan</del>
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
<del>Exhibit H</del>	<del>Liability Insurance Increase</del>
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

**If to AGENCY:**

Name: Steven Miller  
 Agency: City of Marysville  
 Address: 80 Columbia Avenue  
 City: Marysville State: wa Zip: 98270  
 Email: smiller@marysvillewa.gov  
 Phone: (360) 363-8285  
 Facsimile: (360) 651-5099

**If to CONSULTANT:**

Name: Michael Pawlak, PE  
 Agency: HDR Engineering, Inc.  
 Address: 2707 Colby Avenue, Suite 715  
 City: Everett State: WA Zip: 98201  
 Email: Michael.Pawlak@hdrinc.com  
 Phone: (425) 245-9140  
 Facsimile:

#### **IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number:

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: [ConsultantRates@wsdot.wa.gov](mailto:ConsultantRates@wsdot.wa.gov).

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY'S Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number:

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
  5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
  6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

Agreement Number: \_\_\_\_\_

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

## **VI. Sub-Contracting**

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## **VII. Employment and Organizational Conflict of Interest**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Agreement Number:

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

### **VIII. Nondiscrimination**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964  
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973  
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973  
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975  
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987  
(Public Law 100-259)
- American with Disabilities Act of 1990  
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

### **IX. Termination of Agreement**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

Agreement Number:



date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

Agreement Number:

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

Agreement Number:

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

#### Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Steven Miller  
 Agency: City of Marysville  
 Address: 80 Columbia Avenue  
 City: Marysville State: WA Zip: 98270  
 Email: smiller@marysvillewa.gov  
 Phone: (360) 363-8285  
 Facsimile: (360) 651-5099

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

Agreement Number:

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

Agreement Number:

## **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

## **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Agreement Number:

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings,

Agreement Number:

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

HDR ENGINEERING, INC

\_\_\_\_\_  
Signature

CITY OF MARYSVILLE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

Agreement Number:

***Exhibit A  
Scope of Work***

---

Project No.

See attached.

Agreement Number:



Exhibit A-1

**88<sup>th</sup> Street NE Corridor Improvement  
Project  
(State Avenue to 67<sup>th</sup> Avenue NE)**

**Scope of Services for Design, Environmental  
Documentation & Permitting and Right-of-Way  
Services**

MAY 2018

City of Marysville

Prepared by:



HDR  
2707 Colby Avenue, Suite 715  
Everett, WA 98201

## CONTENTS

INTRODUCTION.....	1
Background and Project Description .....	1
Scope of Work .....	1
Major Milestone Schedule.....	2
Project Assumptions .....	3
<b>TASK 1.    PROJECT MANAGEMENT &amp; ADMINISTRATION .....</b>	<b>5</b>
1.1.    Project FTP Site, Project Set up, Management Plan, HASP .....	5
1.2.    Project Team Coordination Meetings.....	5
1.3.    Project Schedule.....	6
1.4.    Progress Reporting and Invoicing .....	6
1.5.    Subconsultant Coordination .....	7
1.6.    Project Kick-off Meeting .....	7
1.7.    Project Team Management .....	7
1.8.    Project Close-out .....	8
<b>TASK 2.    CLIENT COMMUNICATIONS AND COORDINATION .....</b>	<b>9</b>
<b>TASK 3.    QUALITY ASSURANCE / QUALITY CONTROL.....</b>	<b>10</b>
<b>TASK 4.    DATA COLLECTION / REVIEW OF EXISTING INFORMATION.....</b>	<b>11</b>
<b>TASK 5.    SURVEY AND MAPPING .....</b>	<b>13</b>
5.1.    Research and Existing Data Compilation.....	13
5.2.    Survey and Construction Geodetic and Cadastral Control.....	13
5.3.    Field Surveying and Base Mapping .....	13
5.4.    Right-of-Way and Parcel Resolution, Easements, Exhibits, and Legal Descriptions – to be scoped by future supplement.....	14

5.5.	Right-of-Way Plans – to be scoped in future supplement .....	15
5.6.	Office Processing and Deliverable.....	15
5.7.	Supplemental Surveys – to be scoped by future Supplemental Agreement.....	15
<b>TASK 6.</b>	<b>GEOTECHNICAL ENGINEERING.....</b>	<b>17</b>
6.1.	Project Setup: .....	17
6.2.	Subsurface Explorations and Laboratory Testing:.....	17
6.3.	Geotechnical Design Services: .....	19
<b>TASK 7.</b>	<b>WATERMAIN &amp; SANITARY SEWER EVALUATION AND DESIGN .....</b>	<b>23</b>
7.1.	Conditions and Capacity Analysis.....	23
7.2.	30% Submittal.....	23
7.3.	60% Submittal – To be scoped in a future supplement .....	24
7.4.	90% Submittals – To be scoped in a future supplement.....	24
7.5.	Ad-Ready Submittal – To be scoped in a future supplement.....	24
<b>TASK 8.</b>	<b>TRAFFIC ANALYSIS .....</b>	<b>25</b>
8.1.	Data Collection.....	25
8.1.1.	Traffic Counts .....	25
8.1.2.	Field Observations.....	25
8.1.3.	Other Data.....	25
8.2.	Operations Analysis .....	25
8.2.1.	Software .....	25
8.2.2.	Traffic Growth Estimates.....	26
8.2.3.	Scenarios.....	26
8.2.4.	Measure of Effectiveness .....	26
8.3.	Traffic Technical Memorandum.....	26

8.3.1.	Traffic Technical Memo.....	26
<b>TASK 9.</b>	<b>PRELIMINARY ENGINEERING .....</b>	<b>28</b>
9.1.	5% Design .....	28
9.1.1.	Design Criteria.....	28
9.1.2.	Roadway Design .....	28
9.1.3.	Creek Crossings .....	28
9.1.4.	Utilities and Stormwater .....	29
9.1.5.	Traffic .....	30
9.2.	Preferred Alternative .....	30
9.3.	Preliminary Engineering Report.....	30
<b>TASK 10.</b>	<b>DESIGN REPORT .....</b>	<b>32</b>
10.1.	Design Report – 30% Submittal .....	32
10.1.1.	Structures Technical Memorandum.....	32
10.1.2.	Traffic Technical Memorandum .....	33
10.2.	60% Design Report Update – to be authorized by future supplement.....	33
<b>TASK 11.</b>	<b>30% DESIGN .....</b>	<b>34</b>
11.1.	30% Design .....	34
11.2.	30% Plans .....	34
11.2.1.	General Sheets .....	35
11.2.2.	Roadway Design .....	36
11.2.3.	Stormwater Design.....	36
11.2.4.	Creek Crossing and Structural Design.....	37
11.2.5.	Signals & Illumination.....	37
11.2.6.	Utility Design .....	37
11.3.	Estimate.....	38

11.4.	30% Submittal .....	38
<b>TASK 12.</b>	<b>VALUE ENGINEERING STUDY – TO BE SCOPED IN FUTURE SUPPLEMENT .....</b>	<b>40</b>
<b>TASK 13.</b>	<b>ENVIRONMENTAL DOCUMENTATION &amp; PERMITTING .....</b>	<b>41</b>
13.1.	Organize an Environmental Kick-off meeting and site visit. ....	41
13.2.	NEPA/SEPA/Permitting Stakeholder Meetings and Agency Coordination .....	41
13.3.	Wetlands, Streams, Fish, Wildlife & Habitat Baseline Fieldwork .....	41
13.4.	Wetland and Stream Delineation Report Preparation.....	42
13.5.	Cultural Resources Assessment – to be authorized by future supplement.....	42
13.5.1.	Preliminary Review.....	42
13.5.2.	Research and Field Investigation.....	42
13.5.3.	Monitoring (if required) .....	43
13.6.	Endangered Species Act Compliance – Biological Assessment Preparation.....	43
13.7.	Critical Area Report Preparation – to be authorized by future supplement.....	43
13.8.	Prepare a noise assessment to meet FHWA and WSDOT requirements.....	44
13.9.	Prepare an Air Quality Assessment to meet FHWA and WSDOT requirements. – to be authorized by future supplement as needed.....	44
13.10.	Prepare Environmental Justice documentation required by FHWA and WSDOT to document presence of minority and/or low-income populations with 0.5 miles of the project corridor. ....	45
13.11.	NEPA Documentation and Approval.....	45
13.12.	Hazardous Materials.....	45
13.13.	SEPA checklist preparation – to be authorized by future supplement .....	46
13.14.	Permit Support – to be authorized by future supplement .....	46
<b>TASK 14.</b>	<b>60% DESIGN - TO BE SCOPED IN FUTURE SUPPLEMENT .....</b>	<b>49</b>
14.1.	60% Design .....	49

TASK 15. FINAL DESIGN PACKAGES – SEGMENT DESIGN - TO BE SCOPED IN FUTURE SUPPLEMENT.....50

TASK 16. CONSTRUCTABILITY ANALYSIS / MOCK BID EXERCISE.....51

TASK 17. REAL ESTATE SERVICES - TO BE SCOPED IN FUTURE SUPPLEMENT.....52

TASK 18. FUNDING SUPPORT - TO BE SCOPED IN FUTURE SUPPLEMENT.....53

TASK 19. BIDDING PHASE ASSISTANCE - TO BE SCOPED IN FUTURE SUPPLEMENT.....54

TASK 20. PUBLIC INVOLVEMENT - TO BE SCOPED IN FUTURE SUPPLEMENT.....55

## INTRODUCTION

During the term of this PROFESSIONAL SERVICES AGREEMENT (AGREEMENT), HDR Engineering, Inc. (CONSULTANT) shall perform professional services for the City of Marysville (CITY) in connection with the following project: **88<sup>th</sup> Street Corridor Improvement Project (State Avenue to 67<sup>th</sup> Avenue NE) (PROJECT)**

### Background and Project Description

The City of Marysville first identified 88<sup>th</sup> Street NE as a major arterial corridor in its 1999 Transportation Master Plan. Since then, the City has maintained a long-term vision to improve the corridor from an unimproved rural 2-Lane section to a 3-Lane Urban Arterial section. This segment will complete the corridor between Interstate 5 and State Route 9 and connect previously completed City improvements between I-5 and State Avenue, and east of 67<sup>th</sup> Avenue NE.

88<sup>th</sup> Street NE is a primary east-west arterial corridor crossing the City of Marysville. It is one of only three corridors that directly connect I-5 with SR 9. The corridor provides direct access to residential neighborhoods on either side, serves as a primary link for Marysville citizens, and is a regional link carrying traffic from Unincorporated Snohomish County, Getchell and Granite Falls to I-5 and shopping areas within the Greater Marysville Area. The current section is defined as a rural 2-lane asphalt paved roadway with varying width shoulders. Storm drainage is generally handled by sheet flow and surface runoff; although there are short sections that have been improved with curb and gutter. The corridor crosses Allen Creek atop a 15-foot high earth embankment with vegetated steep banks. Adjacent properties currently utilize the public right-of-way outside the roadway limits for parking and lawn areas. Community Transit operates a transit line (Route 222) along the corridor with bus stops located near State Avenue, 51st Avenue NE, and 57th Avenue NE (eastbound) and near 57th Avenue NE, 61st Avenue NE, and 67th Avenue NE (westbound). Traffic along the corridor is controlled primarily by stop conditions on the side-street approaches and traffic signals at State Avenue, 51<sup>st</sup> Avenue NE, 55<sup>th</sup> Avenue NE and 67<sup>th</sup> Avenue NE.

The intent of this project is to reconstruct this segment of 88<sup>th</sup> Street NE to a 3-lane urban arterial section with curb & gutter, sidewalk, landscape planters, enclosed storm drainage facilities, and illumination. The existing box culvert will be replaced with a larger fish-passable structure and reconstructed roadway embankment with retaining walls. Additional traffic operations facilities will be evaluated to improve pedestrian and vehicle safety. To accomplish these improvements, Right-of-Way will be acquired and utility facilities will be relocated.

### Scope of Work

The Consultant Agreement recognizes that funding availability and timing will impact the overall project schedule through the design, permitting, right-of-way acquisition, and construction phases. Funding availability and timing will also determine if construction of the corridor can be completed as one project or necessitate that the corridor be constructed in multiple packages (segments). The Consultant Agreement and this scope of work outlines and provides for the authorization of consultant services through the preparation

of Ad-Ready construction packages and bidding phase services for a maximum of two (2) separate construction packages.

This scope of work includes roadway design, survey, geotechnical testing and evaluation, subsurface utility exploration, PS&E development, traffic engineering and analysis, surface water low impact design, retaining wall and culvert design, utility coordination and design, permitting, right of way acquisition, environmental review and documentation, critical area delineation, stream and wetland mitigation, cultural resources review, public outreach, grant application assistance, bidding phase assistance and Council reports/updates.

This scope of work is based on the assumption that the data collection, preliminary design, initial environmental reconnaissance and Agency contacts, and 30% Design will be accomplished for the entire corridor. The scope of work and associated budget for efforts through 30% Corridor-wide Design is defined in the original Consultant Agreement.

The scopes of work for 60% Design, environmental permitting and Real Estate Services will be reviewed and modified as required once the 30% Design is complete and the project footprint is established such that property impacts can be identified. The scopes of work for 90% Design, Ad-Ready Construction Packages, and Bidding Phase Services will be reviewed and modified as construction funding is secured and the schedule is identified. Associated budgets for these efforts will be developed and authorized by supplemental agreement(s).

Construction management, engineering services during construction, construction inspection and documentation management, and materials testing can be added to the contract by the City as a supplement to this contract prior to that phase of work.

The overall project term through bidding phase of multiple construction segments is estimated to extend through mid-2023. The time of performance for the initial scope and budget estimate authorization is through September 2019.

### Major Milestone Schedule

The following are major schedule milestones for the project:

#### Milestone Dates for work authorized in the Original Agreement

Conditions Assessment & Preliminary Design..... November 2018  
 Preliminary Engineering Report..... December 2018  
 30% Design..... July 2019

#### Projected Schedule Dates for work to be scoped by future supplement(s)

JARPA/NEPA/SEPA Submittal..... December 2019  
 60% Design..... January 2020  
 ROW Acquisition Complete..... February 2021



90% Design (Phase 1) .....	August 2021
Ad-Ready (Phase 1) .....	December 2021
Bidding Phase (Phase 1).....	February 2022
90% Design (Phase 2).....	August 2022
Ad-Ready (Phase 2).....	December 2022
Bidding Phase (Phase 2).....	February 2023

## Project Assumptions

### General Assumptions

1. The CONSULTANT Principal-in-Charge for this work will be **Paul A. Ferrier, PE**. The CONSULTANT Project Manager for this work will be **Michael A. Pawlak, PE**. The CITY's Project Manager for this project will be **Steve Miller, PE**.
2. The CITY will provide to the CONSULTANT pertinent information in the CITY's possession relating to the Project. The CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.
3. The CITY shall provide or make available the following items to the CONSULTANT:
  - a. CITY of Marysville Design Standards & Guidelines
  - b. Existing GIS and survey mapping information of the project including but not limited to general utility location maps.
  - c. Copies of existing record drawing information of the project area.
  - d. Updated utility contact information.
  - e. One set of consolidated review comments for each Major Milestone Submittal (30%, 60%, and 90%).

### Design Standards and References

The project shall be developed in accordance with the latest edition, amendments and revisions (as of execution of this AGREEMENT) of the following publications, where applicable:

- 1) City of Marysville Publications:
  - a) City of Marysville Engineering Design and Development Standards, Rev May 2007.
- 2) State Publications
  - a) 2018 Standard Specifications for Road, Bridge, and Municipal Construction (M 41-10)
  - b) Standard Plans for Road, Bridge, and Municipal Construction (M 21-01)
  - c) WSDOT Design Manual (M 22-01.13)
  - d) WSDOT Hydraulic Manual (M 23-03)
  - e) WSDOT Bridge Design Manual (M 23-50.16)
  - f) WSDOT Geotechnical Design Manual (M 46.03-09)
  - g) Amendments to the General Special Provisions

- h) WSDOT Standard Item Table
  - i) WSDOT Highway Runoff Manual (M 31-16)
  - j) WSDOT Environmental Manual (M 31-11)
  - k) WSDOT Traffic Manual (M 51-02.08)
  - l) WSDOT Local Agency Guidelines (M 36-63.32)
  - m) WDFW Water Crossing Design Guidelines (2013)
- 3) WA Department of Ecology (DOE)
- a) Stormwater Management Manual for Western Washington (2012)
- 4) American Association of State Highway and Transportation Officials (AASHTO)
- a) A Policy on Geometric Design of Highways and Streets (“Green Book”); 2011, 6<sup>th</sup> Edition
  - b) AASHTO LRFD Bridge Design Specification 8th Edition; Sept 2017 and Interims
  - c) Any AASHTO policies where said policy is not in conflict with the standards of the City of Marysville.
- 5) U.S. Department of Transportation Publications:
- a) Manual on Uniform Traffic Control Devices for Streets and Highways (2009 Edition with Revision Numbers 1 and 2, dated May 2012)
- 6) Other Publications
- a) National Electric Code
  - b) Book of American Society for Testing and Materials Standards
  - c) ITE Trip Generation (10th Edition)
  - d) Highway Capacity Manual (6<sup>th</sup> Edition), Transportation Research Board
  - e) Franchise Utility Standards for Snohomish County PUD No. 1, PSE, Comcast, Frontier

## Project Tasks

The CONSULTANT shall manage the work as described within the following major Work Elements:

### TASK 1. PROJECT MANAGEMENT & ADMINISTRATION

This task will be continuous throughout the initial project duration, which is estimated to be 16 months (MAY 2018 through SEP 2019). It will include the work to set up and plan the project; establish project-specific procedures, including communication, safety and quality control (QC) plans; project coordination with the CONSULTANT staff and SUBCONSULTANTS; management of project scope, schedule and budget; invoicing and project status reporting; and project closeout. Components of this work including planning the Project, executing the Project, managing change, and closing the Project, include:

#### 1.1. Project FTP Site, Project Set up, Management Plan, HASP

The CONSULTANT shall create and maintain a project ftp site that can be accessed by the CITY and CITY authorized stakeholders.

The CONSULTANT shall prepare a Project Management Plan (Project Guide) outlining the project scope, team organization, budget, schedule and communications plan. The Project Management Plan will also include the Project Quality Assurance / Quality Control Plan and Project Health and Safety Plan.

#### 1.2. Project Team Coordination Meetings

The CONSULTANT shall hold bi-weekly Project Team Coordination Meetings with key CONSULTANT team members to discuss the PROJECT status, elements of the work plan, status of action items, and to discuss progress of the design and resolve any outstanding PROJECT issues that might affect the delivery of the PROJECT. SUBCONSULTANT project managers shall also attend these meetings as requested.

#### Assumptions:

- The initial project schedule through 30% Design will extend for 16 months, from MAY 2018 through SEP 2019.
- 36 bi-weekly project team coordination meetings
- The CONSULTANT shall be responsible for agendas for the PROJECT team meetings.
- Project Team Meetings will be held at the HDR Bellevue Office, and attended by the Project Manager, Design Manager, Discipline Leads, and Subconsultant Leads, as required. Members not located in the HDR Bellevue Office may attend via conference call.

#### Deliverable(s):

- There are no formal deliverables for this task.

### 1.3. Project Schedule

A Project schedule shall be developed by the CONSULTANT to establish Baseline Start and Baseline Finish dates for tasks and deliverables under this AGREEMENT, and shall be submitted to the CITY for review and approval, prior to commencement of any work under this AGREEMENT. The project schedule shall be developed using Microsoft Project software, and shall show a critical path leading to the project major milestone dates. The schedule for this project shall be updated bi-monthly and submitted to the CITY. The updated schedule will show Baseline, Actual and/or Projected Start and Finish dates that reflect the actual progress of the project.

#### Assumptions:

- 8 Bi-monthly schedule updates (once every two months)

#### Deliverable(s):

- Draft and final baseline schedule
- Bi-monthly project schedule updates (to be delivered at Monthly Client Coordination Meetings)

### 1.4. Progress Reporting and Invoicing

The CONSULTANT shall prepare and submit a **Progress Report** with each invoice. The Progress Report shall summarize:

- Work accomplished during the billing period.
- Work to be accomplished in the next billing period.
- Billing amounts assigned to water main and stormwater retrofit design for CITY accounting and potential grant reimbursements.
- Meetings attended.
- Problems/issues encountered and actions taken for their resolution.
- Potential impacts to project schedule, budget, or scope.
- Issues requiring CITY's action, attention and resolution.

**Monthly Invoices** for work completed will be submitted to the CITY. Backup information such as time and expense records for the CONSULTANT and SUBCONSULTANTS shall also be submitted with each invoice. The CITY will review the work accomplished by the CONSULTANT and the percent complete assessments for each task item in the Earned Value Worksheet.

The CONSULTANT shall submit an **Earned Value Report** within the progress report to track and update progress in the project schedule, budget, actual and planned expenditures.

**Project Change:** The CONSULTANT shall obtain written authorization from the CITY before implementing any change to this AGREEMENT scope of work, schedule or budget.

**Deliverable(s):**

- Monthly Progress Reports
- Monthly Invoices
- Monthly Earned Value Reports

### 1.5. Subconsultant Coordination

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY.

The CONSULTANT shall coordinate with SUBCONSULTANTS regarding contracting procedures, shall prepare and execute contracts with individual SUBCONSULTANTS, and shall address contract-related issues with the SUBCONSULTANTS as they arise during the project.

The work of the SUBCONSULTANT shall not exceed its maximum amount payable unless the CITY has issued prior written approval. Either a percent of the SUBCONSULTANT agreement or direct labor should be noted for administrative costs in the fee estimate and invoices. Subcontracts shall contain applicable provisions of this AGREEMENT.

### 1.6. Project Kick-off Meeting

The CONSULTANT will prepare for and conduct a Project Kick-off Meeting to provide the necessary basis for a successful project that satisfies the needs of the CITY, HDR, and community-at-large. The Project Kick-off Meeting agenda will include discussion of overall project needs, community goals, areas of responsibility, project scope, budget, and commitments to decision-making and schedule.

**CITY Responsibilities:**

- Attend and participate in the Project Kick-off Meeting.

**Assumption(s):**

- The Project Kick-off Meeting will be held at the CONSULTANT's Bellevue Office.
- The Project Kick-off Meeting will be attended by the CONSULTANT Project Manager, Design Manager, and up to nine (9) Discipline Leads; CITY Engineer, Project Manager, Permitting Lead; and other staff may participate via conference call.

**Deliverable(s):**

- Project Kick-off Meeting agenda and summary notes, delivered electronically (PDF) to all participants within 5 working days of the meeting.

### 1.7. Project Team Management

The CONSULTANT shall provide an experienced project manager to oversee, schedule and manage the work of the Project Team.

1.8. Project Close-out – to be scoped by future supplement

The CONSULTANT shall assemble project documentation and records, and prepare electronic files to be retained by the CONSULTANT and transmitted to the CITY in accordance with this AGREEMENT.

## TASK 2. CLIENT COMMUNICATIONS AND COORDINATION

The CONSULTANT will develop and implement a Client Communications Plan in order to maintain open and continuous communications about project status, issues, risks and change management. The Plan will be reviewed and approved by the CITY. The Communications Plan and CONSULTANT's ongoing efforts will include:

Bi-weekly project status updates known as 5/15 Reports, delivered via email to the CITY Project Manager containing information on project issues, status and schedule, and identifying any information or decisions needed from the CITY;

Project updates regarding status, progress, issues, risks and schedule at Monthly Client Coordination Meetings.

### **CITY Responsibilities:**

- Timely review of bi-weekly 5/15 Reports and response with any questions or concerns within 2 working days of receipt of report.
- Arrange for meeting facilities at the CITY Public Works Department Offices for Monthly Client Coordination Meetings.
- Attend and participate in the Monthly Client Coordination Meetings.

### **Assumption(s):**

- There will be a total of 16 (monthly) Client Coordination Meetings, held at the CITY Public Works Department Offices.
- CONSULTANT participation will include the Project Manager, and/or Design Manager. Additional CONSULTANT staff may participate via conference call, if required.

### **Deliverable(s):**

- Bi-weekly 5/15 Reports (36)
- Monthly Client Coordination Meeting agendas and summary notes (16).

## TASK 3. QUALITY ASSURANCE / QUALITY CONTROL

The CONSULTANT's Quality Assurance Checklist will be completed and submitted by the CONSULTANT with each Plan submittal. Final work submitted to the CITY shall be stamped and signed by a professional engineer in the State of Washington. Preliminary and 30% Plans, Specs, and Estimate shall not be stamped and will be marked "Not for Construction".

The CONSULTANT will upload submittals to the project FTP site. The CITY will contact PROJECT stakeholders to download and review submittals. Stakeholders may include but are not limited to CITY Departments as appropriate (e.g. Police, Fire Public Works Operations), Snohomish County Public Utility District, PSE, Frontier, Comcast, USPS, Community Transit, Tulalip Tribe, USACE, WDFW and ECOLOGY. The CITY will summarize the PROJECT stakeholder review comments of each plan submittal and transmit the comments to the CONSULTANT in a Review Ledger. The CONSULTANT will respond to the CITY's comments in the Review Ledger by indicating the actions taken on each comment, verifying that CITY comments have been addressed (or provide written response as to why the changes have not been made).

Each plan submittal will include a comment review discussion between the CITY and the CONSULTANT. This meeting will be a collaboration session to chart the path forward to the next submittal and address any concerns that were observed during submittal review.

### **Deliverable(s):**

- Agendas for Comment Review Meetings.
- Review Ledger with comment responses, for each submittal.



## TASK 4. DATA COLLECTION / REVIEW OF EXISTING INFORMATION

The purpose of this task is to collect and review all available documents related to the project and identify areas where further research and mapping are needed, and summarize what additional information is needed for project development.

CONSULTANT will collect and review available documents from the CITY including:

- Previously modified and constructed designs.
- Plans and specifications for previous CITY projects within or adjacent to the expected project footprint for the PROJECT.
- Existing topographical and right-of-way survey information.
- Basin studies or flow data for the project area including Allen Creek and the unnamed tributary to Allen Creek.
- All completed and in-progress CITY utilities and street maps, plans and studies regarding the project area (including Geographic Information Systems (GIS)).
- Existing right-of-way and easement information available at the CITY.
- Agreements, franchises, licenses and other pertinent information concerning utilities providers, businesses and properties along the corridor.
- Any Critical Areas, Wetlands, and/or Stream reports related to Allen Creek and the unnamed tributary to Allen Creek within a mile of the project area.
- Agreements, licenses, easements and directives from regulatory and resource agencies applicable to the project.
- Watermain condition logs, reports, pressure test results, photographs, etc.
- Sewer CCTV reports and videos.

CONSULTANT will prepare a Data Collection Log to confirm information received from the CITY.

CONSULTANT will prepare a Data Summary Memorandum and submit to the CITY listing the information received, additional information needed including the likely source (if known) for the additional information, and noting if any items are outside this scope of services.

### **Assumptions:**

- The CITY will provide all available information in timely fashion.
- The CITY will assist CONSULTANT in obtaining information from regulatory and resource agencies, utility providers, Tulalip Tribe, Community Transit and other CITY departments.
- All necessary information regarding location and depth of bury for underground CITY utilities is available, accurate and readily attainable from CITY records.

- Underground and overhead utilities will be marked by 811 Locate Services.
- Utilities locations obtained from CITY records and 811 locates will be used and relied upon for the design.
- CITY will provide any current design plans and details if available for the corridor and adjacent projects in preferably AutoCAD, Civil 3D format for use and coordination with this project.
- If additional utility locate information is needed through methods such as potholing, the CITY will perform that work on City utilities and provide the information to the CONSULTANT.
- CITY will perform CCTV inspection of existing sanitary sewers and provide written reports and video tapes to the CONSULTANT.

**Deliverable(s):**

- Data Collection Log
- Data Summary Memorandum

## TASK 5. SURVEY AND MAPPING

This task involves field surveying to densify horizontal and vertical control within the project limits, collecting existing topographic features and producing a project basemap and Digital Terrain Model (DTM) to be used in design, and conducting additional survey work to supplement the basemap and DTM as the design progresses. See Exhibit A for mapping limits. This task also includes the preparation of right-of-way plans, legal descriptions and exhibits necessary to support the right-of-way acquisition process.

### 5.1. Research and Existing Data Compilation

CONSULTANT will collect existing data pertinent to the project that is available from the CITY, the County, other agencies, franchise utilities, and other sources. The data shall include ROW information, topographic surveys, existing utility locations, and previous reports and documents pertaining to the project.

### 5.2. Survey and Construction Geodetic and Cadastral Control

CONSULTANT will recover existing survey control monumentation. A field survey traverse will be performed to densify the existing horizontal and vertical control points and to establish additional survey control along the corridor and within the project limits. The survey control traverse will be reviewed for accuracy by the Survey Quality Control Lead and adjusted by the least squares method, constrained to original, pre-design phase survey control. Horizontal Datum will be NAD 83/91, Washington State Plane Coordinates, North Zone, US Survey Feet. Vertical Datum will be NAVD 88, Feet. Consultant will set up to eight (8) permanent control points suitable for use during construction.

- Geodetic Control: This task involves the establishment of survey control at the project site for use in all phases of the project. Typically, survey control will be established using GPS together with terrestrial Total Station observations.
- Cadastral Control: This task involves records research and the recovery and observation of cadastral monumentation for use in the resolution of the ROW, boundaries, and any required easements.

### 5.3. Field Surveying and Base Mapping

A Washington State licensed professional land surveyor will prepare an existing conditions survey. Base mapping shall include topographic features and elevations within the project limits to a level of detail necessary for a proper engineering design and will field locate the following within the project limits:

- Topographic features within the corridor, including but not limited to building faces, garage doors, driveways, fences, walls, signs, luminaires, traffic channelization, traffic control devices, parking features, surface utilities, surface evidence of subsurface utilities, and trees 4-inch diameter and greater. Survey will denote material types for items such as pavements, fences and list out individual tree sizes for those greater than 4 inches in diameter.
- Survey limits along 88th Street NE are to building face or a minimum 50 feet to each side of the edge of pavement. Laser scanning may be utilized when right-of-entry is not granted. Limits along 88th Street NE shall extend from and include the State Avenue intersection to the 67th Avenue NE intersection.

- Survey limits along major cross streets within the corridor (51st Avenue NE, 55th Avenue NE) shall extend a minimum of 250 feet away from 88th Street NE and shall include at least one connecting utility pole to 88th with a total survey width extending to building face or at least 15 feet beyond right-of-way. Laser scanning may be utilized when right-of-entry is not granted.
- Survey limits along minor cross streets within the corridor shall extend a minimum of 150 feet away from 88th Street NE and shall include at least one connecting utility pole to 88th when applicable. Total survey width shall extend to building face or at least 15 feet beyond right-of-way. Laser scanning may be utilized when right-of-entry is not granted.
- Delineation and survey of the Ordinary High Water Mark (OHWM), wetlands, and other critical areas flagged by the CONSULTANT.
- Topographic survey of Allen Creek and the tributary to Allen Creek including each culvert under 88th Street NE; surveyed surface 300 feet upstream and downstream of the culvert; the thalweg, edge of water line, bottom of bank, and top of bank of the creek and extents of floodplain.
- Locations of proposed geotechnical borings.
- Underground utility paint markings.
- Existing overhead utility lines.
- Locations of public transit stops.

CONSULTANT will be responsible to call for utility locates. Locates will be obtained prior to the commencement of field survey for sub-surface utilities. These will be done initially by One-Call and then by private firm, if One-Call is deemed insufficient, as directed by The City.

CONSULTANT will perform measure downs to collect invert elevations, pipe sizes, pipe types, and structure types for sanitary and storm sewer systems and obtain top of operating nut elevations on all water valves, and compile this data into the project basemap.

CONSULTANT will prepare a 1"=20' comprehensive basemap adequate to support the design and cost analysis work performed in the design. The completed base map will be reviewed for accuracy by the Survey Quality Control Lead and any comments made during this review will be rectified and verified prior to release of the basemap. Existing features to be compiled and shown include:

- Roadway, pavement markings, sidewalk, curb & gutter, guardrails, railroad crossings, signals, structures, buildings, culverts, houses, garages, fences, gates, mailboxes, poles, signs, overhead and surface utilities, ditches, streams, culverts and trees.
- Right-of-way lines, parcel lines, roadway centerlines, survey control points, and survey benchmarks.
- Wetland and buffers, and bank full width delineations.

#### 5.4. Right-of-Way and Parcel Resolution, Easements, Exhibits, and Legal Descriptions – to be scoped by future supplement

The scope of work for preparation of legal descriptions and exhibits will be reviewed and modified at completion of 30% Design, once the corridor footprint is identified and property impacts can be assessed.

The associated budget for these efforts will be developed / revised and authorized by supplemental agreement.

#### 5.5. Right-of-Way Plans – to be scoped in future supplement

A general layout of proposed right-of-way lines will be prepared such that property impacts may be identified. The scope and budget for actual preparation of Right-of-Way Plans for the purposes of defining the actual property impacts and acquiring right-of-way will be included and authorized by supplemental agreement at 30% Design.

#### 5.6. Office Processing and Deliverable

This task includes the office processing of the surveyed data sets and the extraction of the data required for deliverable.

This task also includes the processing of the data collected for use in determining the right-of-way and the creation of the topographic mapping deliverable.

#### 5.7. Supplemental Surveys – to be scoped by future Supplemental Agreement

It is assumed that during the design phase, some level of supplemental survey may be necessary, and for purposes such as private property match/conforms, utility features, structure elevations, or features requiring more definition for design purposes. The scope and budget for supplemental surveys will be included and authorized by future supplemental agreement(s).

CONSULTANT will process the supplemental field survey data and update the existing basemap to include the supplemental data.

#### Assumptions:

- The CITY will obtain title reports for the estimated 135 parcels that will be required.
- Up to 135 parcels will require Exhibits and Legal Descriptions for fee acquisitions and temporary construction easements – up to two versions each.
- Up to 30 parcels will require Exhibits and Legal Descriptions for permanent easements – up to two versions each.
- Right-of-Entry (ROE) to 135 adjacent properties will be required and obtained by the CITY.
- The CONSULTANT will develop any required Traffic Control Plans.
- Survey control used on previous phases that the mapping matches into will be provided by CITY.
- Underground utilities will be painted or located by One-Call, as possible.
- Tree Tags are not a part of the scope of services.
- Does not include access or entry onto any Railroad properties.
- Right-of-way plans, legal descriptions and exhibits will be developed on the basis of metes and bounds utilizing recorded city subdivision information and referenced to the project centerline (not WSDOT Engineer's Highway Stationing).

**Deliverable(s):**

- Topographic Survey and ROW Base Map (electronic copy), 1"=20' basemap, 2-foot contour intervals.
- Supplemental survey and corresponding Base Map updates.
- AutoCAD Surfaces (DTM Files) (electronic copy).
- Copy of field survey books (hard copy).
- ASCII file of control points.
- Construction control plans.
- Draft and Final ROW Legal Descriptions and Exhibits in hard copy and electronic format.
- Draft and Final Right-of-Way Plans (PDF).

## TASK 6. GEOTECHNICAL ENGINEERING

CONSULTANT will provide geotechnical engineering services needed to support development of contract documents for the construction of retaining walls, culvert design, utilities, stormwater ponds, signal pole foundations, and other road improvements associated with the project. CONSULTANT services include:

### 6.1. Project Setup:

**Collect and Review Available Geotechnical Data:** The CONSULTANT will review readily available and relevant information along the project corridor. This review will include online geotechnical databases, geologic maps, existing known information previously gathered by the CONSULTANT for surrounding projects, and information provided by the CITY.

### 6.2. Subsurface Explorations and Laboratory Testing:

**Perform a Site Reconnaissance:** The CONSULTANT will conduct a site reconnaissance of the project corridor. This reconnaissance will be used to identify geotechnical challenges and to assist in planning the geotechnical exploration program.

**Plan the Geotechnical Field Exploration Program:** The CONSULTANT will plan a two-phased geotechnical exploration program for the project. Phase 1 of the exploration program will consist of conducting pavement coring in support of proposed pavement design. Phase 2 of the exploration program will consist of drilling a series of limited access borings in support of the culvert crossings, retaining walls, illumination foundation design and screening for stormwater infiltration potential.

**Conduct Utility Locates:** Prior to conducting the subsurface exploration program, the CONSULTANT will mark the proposed exploration locations in the field and arrange for utility locates using the Utilities Underground Location Center (UULC).

**Develop Traffic Control Plans for Geotechnical Explorations:** The CONSULTANT will coordinate with the City and design team and develop traffic control plans for pavement coring and geotechnical borings. The CONSULTANT assumes that WSDOT standard plan traffic control plans for a single lane closure with flaggers will be required.

**Generate Phase 1 and Phase 2 Geotechnical Explorations Work Plan Memo:** The CONSULTANT will prepare a Geotechnical Work Plan Memorandum for the proposed phase 1 and 2 exploration programs. The work plan will be submitted to the design team and the City for review and approval. The work plan will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work such as traffic control plans and staging areas. The work plan will also be used for utility locating clearances and for permitting that may be necessary to access the exploration locations. We assume the CITY or HDR, in support of this project, will acquire and provide any required permits or right of entries at no cost to HWA.

**Conduct Phase 1 Explorations (FWD Testing):** to be scoped by future supplement as needed.

**Conduct Phase 1 Explorations (Pavement Coring):** The CONSULTANT will core the pavement at 8 locations along the project alignment. Cores will be performed in distressed areas to assess the depths of cracking as well as in non-distressed areas. Coring will be performed using a 6-inch diameter, diamond-tipped core barrel. At each core location hand borings will be excavated through the core holes to depths of about 2 to 3 feet, using hand equipment, in order to evaluate pavement layer thicknesses and subgrade soil conditions. Core holes will be patched with rapid-setting Portland cement concrete. Flaggers will be required for all coring operations. The CONSULTANT assumes these cores will be completed in 2 working days.

**Conduct Phase 2 Explorations (Geotechnical Borings):** The CONSULTANT will conduct a series of up to 16 geotechnical borings along the project corridor to assess the subsurface soil and groundwater conditions along the alignment. A breakdown of the proposed borings is provided below.

**Culvert Crossings:** Two geotechnical borings will be drilled at each proposed creek crossing (Totaling 4 borings). Each of these borings will be drilled to a depth of 40 feet below ground surface. The borings will be located within the shoulder of the roadway at each end of the existing culverts. One groundwater monitoring well will be installed at each creek crossing to monitor groundwater fluctuations.

**Infiltration Screening and Illumination:** A series of 12 geotechnical borings will be drilled along the project alignment to screen for infiltration potential, provide allowable lateral bearing pressure for proposed illumination foundations and assist in development of retaining wall design parameters. These borings will be evenly spaced at 500 to 750 feet spacing along the corridor and drilled to depths of 20 feet below ground surface. Groundwater monitoring wells will be installed within two of these borings to monitor groundwater fluctuations.

All of the above described borings will be conducted within the existing right of way. The borings will be positioned within the shoulder of the roadway where possible but may be forced into the travel lane by existing underground utilities. Single lane closures with flaggers are assumed for each boring. The CONSULTANT assumes these borings will be completed in 5 working days.

In-situ testing using a Standard Penetration Test (SPT) will occur in the borings at 2.5-foot intervals to 20 feet and at 5-foot intervals thereafter. SPT samples will be collected and returned to the CONSULTANT geotechnical laboratory for testing. The CONSULTANT will install 2-inch diameter groundwater wells in four of the borings to measure groundwater levels at the site. Groundwater level measurements will be used to evaluate groundwater levels for infiltration and to assess the need for dewatering during construction excavation. Groundwater instrumentation (transducers) will be installed in each well to measure the groundwater fluctuations over time. The CONSULTANT will visit the site two times to collect the recorded groundwater data. Decommissioning of groundwater wells is not included in this scope and should be included as a bid item during construction.



**Conduct Phase 2 Explorations (Hand Explorations):** The CONSULTANT will conduct one day of hand explorations at each creek crossing (Totaling 2 days). The hand explorations will extend approximately 5 to 10 feet below ground surface, or to the practical extent of the equipment being used. Dynamic Cone Penetrometer Testing (DCP Testing) will be completed with each hand exploration. The hand explorations will be used to characterize the materials and depth of soft sediment deposited along the creek banks, and to evaluate the need for over-excavation at the culvert and SEWs to mitigate settlement.

**Generate Boring Logs and Assign Laboratory Testing:** The CONSULTANT will prepare summary boring and pavement core logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing would include moisture content, hydrometers, grain-size distribution, Consolidation and Atterberg Limits.

**Conduct Groundwater Monitoring:** The CONSULTANT will install groundwater monitoring transducers in each of the four (4) proposed monitoring wells. These transducers will be set to take groundwater elevation readings every half an hour. HWA will make two site visits to download and process the groundwater data. This data will be used to provide prospective contractors with an accurate representation of the seasonal groundwater variations across the site.

### 6.3. Geotechnical Design Services:

The CONSULTANT will develop geotechnical recommendations for the design and construction of the roadway improvements and structure alternatives. Anticipated geotechnical design services include the following:

**Geologic Profiles:** The CONSULTANT will develop one longitudinal and one transverse geologic profile at each of the proposed culvert locations; Allen Creek, and the Unnamed Tributary to Allen Creek. The geologic profiles will be included in the geotechnical engineering report.

**Soil Properties:** The CONSULTANT will generate estimates of the soil strength and other properties needed to evaluate the effects that the subsurface conditions will have on the proposed improvements.

**Seismic Design Parameters and Geologic-Hazard Assessment:** The CONSULTANT will determine the Site Class for seismic design and the design spectral acceleration parameters in accordance with the AASHTO Specifications for Road and Bridge. CONSULTANT will also evaluate the risk of geologic hazards at the site during the design-level ground motion, including liquefaction, lateral spreading, and fault rupture. Geologic Hazard Area evaluations shall include consideration of Sections 22E.010.270-310 of the City of Marysville Critical Areas Code.

**Culvert Design Recommendations:** The CONSULTANT will provide geotechnical recommendations for designing replacement culverts. Geotechnical evaluations and recommendations for steel pipe culverts, cast

in place box culverts and precast culvert systems will be provided. Bearing capacity recommendations and Lateral earth pressure/resistances will be provided for the chosen culvert systems.

**Develop Pavement Design:** The CONSULTANT will evaluate the pavement core data and develop overlay and new pavement design recommendations using traffic information for the corridor provided by the City.

**SEW Design Recommendations:** The CONSULTANT will provide geotechnical recommendations for designing the SEWs. Recommendations will include soil parameters for design, bearing capacity, structural backfill requirements, drainage recommendations, minimum wall embedment and minimum reinforcement lengths based on global stability. The global stability analysis will consider static, seismic, and post-seismic load cases. The CONSULTANT will also estimate the anticipated settlement of the proposed roadway embankment fill at the two creek crossings.

**Solider Pile Design Recommendations:** The CONSULTANT will provide geotechnical recommendations for designing the soldier pile walls along the corridor. Recommendations will include earth pressure diagrams for static, pseudo-static and post liquefaction conditions.

**Gravity Block Wall Design Recommendations:** The CONSULTANT will provide geotechnical recommendations for designing the gravity block walls. Recommendations will include soil parameters for design, bearing capacity, structural backfill requirements, drainage recommendations, minimum wall embedment and minimum reinforcement lengths based on global stability. The global stability analysis will consider static, seismic, and post-seismic load cases.

**Signal Pole and Luminaire Design Recommendations:** The CONSULTANT will evaluate the lateral bearing pressures of the soil at the boring locations and provide geotechnical recommendations for signal pole and luminaire foundations based on WSDOT standard plans and procedures. The CONSULTANT assumes that signalization upgrades will be limited to the intersection of 88<sup>th</sup> Street NE and 51<sup>st</sup> Avenue NE. The CONSULTANT also assumes that the geotechnical data used to design the recent intersection upgrades at this location will be provided by the City.

**Infiltration Analysis:** The CONSULTANT will evaluate the data obtained from the Phase 2 explorations and determine appropriate short and long-term infiltration rates for use in design of potential infiltration facilities. No stormwater infiltration testing is prosed as part of this scope of work.

**Quality Assurance / Quality Control (QA/QC):** The CONSULTANT will have the design calculations, recommendations, and reports reviewed in accordance with its QA/QC plan.

**Draft Geotechnical Engineering Report:** The CONSULTANT will prepare a draft geotechnical engineering report for the project. This report will contain the results of the subsurface exploration program, including logs, laboratory test results, and a description of the subsurface conditions; a site plan showing exploration locations and other pertinent features; and geotechnical engineering recommendations for the design and construction of the proposed roadway improvements.

**Miscellaneous Geotechnical Coordination and Analysis:** The CONSULTANT will provide up to 40 hours of miscellaneous geotechnical coordination and analysis after generation of our draft geotechnical report. This effort will address question and changes to the design that have geotechnical implications and occur between publishing of our draft report and final report.

**Final Geotechnical Engineering Report:** The CONSULTANT will finalize the geotechnical engineering report based on review comments from other design team members and the CITY. A comment resolution form will not be produced. However, a statement through email or other correspondence will occur if a comment is not incorporated.

**Plan and Specification Review:** Once design efforts beyond 30% Design are authorized, the CONSULTANT will conduct a review of the project plans at the 60% and 90% Phase 1 and 90% Phase 2 milestone submittals to ensure that the geotechnical aspects of the project have been incorporated into the project documents. Special provisions for ground improvement below the SEWs may be required.

A letter will be produced after review of the 100% documents for conformance with the geotechnical design and construction recommendations for the project.

**Project Coordination Meetings:** The CONSULTANT will attend up to six (6) project coordination meetings. The CONSULTANT's attendance will be used to convey the geotechnical considerations of the site to the City and the design team.

**Geotechnical Task Management:** The CONSULTANT will provide geotechnical task management to all geotechnical related aspects of the project. The CONSULTANT will correspond with the City and the design team in the form of emails, fax, and telephone calls, as necessary.

**Assumption(s):**

- The subsurface explorations will be performed within the CITY right-of-way. The CONSULTANT will be responsible for preparing traffic control plans. All required street use and right-of-way permits will be secured and provided by the CITY at no cost to the CONSULTANT.
- No geotechnical explorations will be completed within the cemetery property
- Access and right-of-entry to the hand explorations locations will be provided by the CITY.
- Vegetation clearing may be required to access the hand auger exploration locations. Vegetation clearing will be completed by the CONSULTANT with hand equipment.
- After completion, the borings that do not have wells will be backfilled with bentonite and a cold patch asphalt or quick drying concrete surface patch. The hand augers excavation will be backfilled with their excavation spoils.
- The CONSULTANT will contract with a subcontractor to perform the borings. The borings and hand augers will be conducted during workday hours with no work hour restrictions.
- Saw cutting of the pavement at the exploration locations will not be required.

- The spoils from the subsurface explorations will not be characterized as hazardous waste.
- Spoils from the borings will be drummed on site and transported off site for disposal by the drilling subcontractor.
- The subsurface explorations will not be used to assess site environmental conditions. However, visual and/or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or ground water are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to the CONSULTANT.
- The subsurface exploration locations will be surveyed by others if needed
- The four wells installed as part of our services will be abandoned by the contractor during construction.
- Design for the geotechnical engineering analyses will be based on 2015 WSDOT Geotechnical Design Manual and 2017 AASHTO LRFD design criteria. Design of the stormwater water infiltration rates will be based on the Department of Ecology 2012 Stormwater Management Manual for Western Washington for non-glacially consolidated soils (i.e., grain size method).
- Pilot infiltration tests (PITs) and groundwater mounding analyses are not included in this AGREEMENT.
- The site soils will support standard WSDOT plan signal pole and luminaire foundation design. Non-standard signal pole or luminaire foundation design will not be required.
- The SEWs will be designed by the contractor. Internal stability and facing analyses will not be performed as part of this AGREEMENT.
- Temporary groundwater control during construction, where required, will be designed by the contractor and will not be performed as part of this AGREEMENT.

**Deliverable(s):**

- Geotechnical Work Plan Memo
- Draft Geotechnical Engineering Report (Electronic copy as Adobe PDF)
- Final Geotechnical Engineering Report (Electronic copy as Adobe PDF and 3 paper copies)
- Plans and Specification markups (Comments and edits to Adobe PDF or Microsoft Word document)
- Review Conformance Letter at 100% Project Milestone (Electronic copy as Adobe PDF)

## TASK 7. WATERMAIN & SANITARY SEWER EVALUATION AND DESIGN

The objective of this task is to evaluate the existing infrastructure to develop recommendations for portions of these systems to be retained, replaced, or supplemented, and incorporate the recommendations into the Preliminary Engineering task in order to develop a preferred alternative for the corridor to guide 30% design. Design efforts will advance based on the result of Preliminary Engineering with updates as required to address design development for other elements of the corridor such as stormwater, franchise utilities, and culvert replacement structures.

### 7.1. Conditions and Capacity Analysis

CONSULTANT shall conduct a conditions and capacity analysis of the existing network for sanitary sewer and water mains within the project corridor. Condition of the existing networks will be evaluated by reviewing CCTV reports, GIS data, and record drawings. Capacity needs will be evaluated by reviewing City plans and projections for these facilities to determine if the existing networks will provide sufficient capacity to meet anticipated demand.

A technical memorandum will be developed by the CONSULTANT documenting the available information and providing recommendations for changes to the existing sanitary sewer and water main systems to be made to address age, material and/or capacity along with identifying portions of the existing systems that can be maintained in place.

#### Assumption(s):

- One meeting may be held at the CITY with up to two CONSULTANT staff attending to review and discuss available information

### 7.2. 30% Submittal

CONSULTANT shall prepare 30% design drawings complying with the Plans Preparation Manual and industry standard level of detail at this stage of project development.

#### Assumption(s):

- The level of effort and fee estimate for this task is based on the number of sheets for Utility Plans as shown in the Submittal Sheet List provided in Task 11. The sheet list was prepared based on the anticipated footprint of the project.
- CONSULTANT shall consult with the CITY prior to developing any sheets if the actual number of required sheets varies from the original sheet count estimate. If the CITY and CONSULTANT concur that total number of sheets required to detail the project exceeds the original estimate, the budget for this task may be amended.

**Deliverable(s):**

- 30% Utility Plans (incorporated into the overall 30% Plans)

7.3. 60% Submittal – To be scoped in a future supplement

7.4. 90% Submittals – To be scoped in a future supplement

7.5. Ad-Ready Submittal – To be scoped in a future supplement

## TASK 8. TRAFFIC ANALYSIS

The purpose of this task is to analyze recent and relevant traffic data on existing conditions to best define and further develop the corridor design.

### 8.1. Data Collection

#### 8.1.1. Traffic Counts

The CONSULTANT will collect new a.m. and p.m. peak hour intersection turning movement counts (with heavy vehicles, bicycles, and pedestrians quantified) at the following 4 locations (bold = existing signal):

- **51<sup>st</sup> Ave NE/88<sup>th</sup> St NE**
- **55<sup>th</sup> Ave NE/88<sup>th</sup> St NE**
- 60<sup>th</sup> Dr NE/88<sup>th</sup> St NE
- **67<sup>th</sup> Ave NE/88<sup>th</sup> St NE**

#### 8.1.2. Field Observations

Field investigations of traffic movements and operations will be conducted during a typical afternoon peak hour, with attention to typical queue extents, any cycle failures, and yielding interactions between vehicles and non-motorized traffic. All data will be summarized in spreadsheet form with a short summary.

#### 8.1.3. Other Data

Signal timing data for the signalized intersections listed above will be provided by the CITY. Basic intersection and roadway geometric data will be gathered in direct partnership with the roadway design team, and, if gaps remain afterward, measured either in the field or using publicly available online resources. Transit stop usage information will be requested from Community Transit, coordinated through CITY staff.

Origin-destination data will be evaluated to estimate impacts associated with a potential full-closure of the Allen Creek crossing in order to expedite the culvert replacement. Data will be obtained from a vendor and will be evaluated to better understand how motorists may be redirected on parallel east/west corridors to reach their destinations and to estimate the additional volumes of traffic these corridors may need to carry

### 8.2. Operations Analysis

#### 8.2.1. Software

CONSULTANT will update the Synchro files from the CITY's Transportation Element completed by Transpo in 2015. Any study intersections not included in the Transportation Element analysis will require development in Synchro and considered out of scope work. CONSULTANT will use Synchro/SimTraffic to evaluate existing lane configuration and determine if lane assignments are reasonable at each study intersection.

### 8.2.2. Traffic Growth Estimates

The CONSULTANT will utilize the 2035 forecasts from the Comprehensive Plan traffic model (developed by Transpo) in developing the Operational Analysis.

### 8.2.3. Scenarios

The traffic analysis will include up to 4 design scenarios. The scenarios are as follows:

- Existing Conditions AM Peak Hour
- Existing Conditions PM Peak Hour
- 2035 Horizon Year AM Peak Hour
- 2035 Horizon Year PM Peak Hour

The horizon year analysis will take in to consideration planned projects and developments recorded in the City's 2018-2026 Six Year Transportation Plan. Additional analysis scenarios, such as near-term and construction year, are not included in the proposed modeling effort.

### 8.2.4. Measure of Effectiveness

Following the analysis scenarios listed above the CONSULTANT will perform peak hour traffic measures of effectiveness (MOEs) analysis for each of the four signalized intersections in the corridor, which will include (1) LOS and average delay at signalized intersections, (2) average queue lengths for each intersection approach, and (3) the estimated left turn pocket lengths required to prevent spillback into the roadway through lanes. These measures will be indicated in detailed software output reports for each intersection under each scenario and peak hour.

## 8.3. Traffic Technical Memorandum

### 8.3.1. Traffic Technical Memo

CONSULTANT will produce a draft and final traffic technical memo (maximum of up to 5 pages long) documenting basic assumptions, methods, and summary results from the traffic analysis.

#### Assumptions:

CITY to provide:

- Synchro file used for most recent update to the Comprehensive Plan Transportation Element
- Signal timing data for existing signals listed previously, if separate from Synchro file
- 2035 PM Peak traffic volumes from the Comprehensive Plan traffic model (developed by Transpo).

#### Deliverable(s):

- Data Collection Summary
- Traffic Technical Memo including Synchro MOE Summary Tables
- Detailed Operations Analysis Output Report Sheets for Each Intersection



- Electronic Synchro Files

## TASK 9. PRELIMINARY ENGINEERING

The objective of this task is to evaluate and document possible design alternatives to develop an optimal design resulting in a preferred alternative that improves safety for all users, enhances corridor mobility, minimizes ROW acquisition needs, and is supported by the community.

### 9.1. 5% Design

#### 9.1.1. Design Criteria

The CONSULTANT will document the design criteria for each discipline of design to show the standards to be followed for design on the project.

#### 9.1.2. Roadway Design

The CONSULTANT shall prepare one horizontal alignment and one vertical alignment for 88th Street NE. Culvert replacements will be shown at Allen Creek and the unnamed tributary to Allen Creek. The CONSULTANT will work with the CITY to reach concurrence on widths for each vehicular lane, bike lane, bike lane buffers (if preferred), planter strips, sidewalk, and a standard distance between the back of sidewalk and final right-of-way boundary.

Preliminary roadway design will include the following:

- Pavement, bike lanes, curb and gutter, and sidewalk
- Channelization of 88th Street NE
- Locations of proposed bus stops
- Locations of up to two mid-block crossings

Roadway alternatives that will be considered include:

- One alternative showing asymmetrical widening on 88th Street NE at the cemetery on the westbound approach to State Avenue.
- Two alternatives for bike lane routing at the intersection of 88th Street NE and 51st Avenue NE
- Two alternative configurations at 88th Street NE and 55th Avenue NE to explore maintaining existing traffic equipment while accounting for bike lane routing.

#### 9.1.3. Creek Crossings

The CONSULTANT shall meet with WDFW and the Tulalip Tribe to discuss design criteria prior to starting design. Once the design criteria is established the CONSULTANT shall analyze and develop preliminary engineering plans for two proposed alternatives for the Allen Creek crossing replacement and two proposed alternatives for the unnamed tributary to Allen Creek crossing. The CONSULTANT shall develop a one-dimensional hydraulic model using HEC-RAS. The CONSULTANT will share the preferred alternative concept for the Allen Creek crossing with WDFW and the Tulalip Tribe for feedback.

Allen Creek Crossing and Environmental Design will include the following proposed line work:

- Typical Section of the Allen Creek crossing configuration
- Wetland Boundaries and OHWM Location
- Proposed Locations for On-Site Mitigation and Plantings

Retaining Wall and Creek Crossing Structural Design will include the following proposed line work:

- Proposed location of site retaining walls
- Proposed type size & location of the Allen Creek culvert structure replacement
- Proposed type size & location of the unnamed creek crossing structure replacement

**Assumption(s):**

- Environmental impacts and will be identified for the preferred design alternative.
- Two alternatives will be modeled for each of the fish passage culverts.
- Two structural alternatives will be investigated at the Allen Creek crossing
  - A precast segmental box culvert alternative assuming a full roadway closure will be utilized
  - A precast slab and retaining wall option assuming a staged construction sequence will be utilized.
- A hydrologic model to determine basin hydrology will not be developed for the fish passage culverts. The 2002 Snohomish County Drainage Assessment will be used for hydrology, unless newer data exists.
- Attendance at 2 meetings with the CITY to discuss alternatives. Up to 2 CONSULTANT staff shall attend.
- Attendance at 1 on-site meeting with WDFW and the Tulalip Tribe. Up to 2 CONSULTANT staff shall attend.
- Attendance at up to 2 additional design review meetings with WSDOT Highways & Local Programs, US Army Corps of Engineers and WA State Department of Ecology (ECOLOGY). Up to 2 CONSULTANT staff shall attend each meeting.
- The CONSULTANT and the CITY will select the preferred alternative for the Allen Creek crossing and the unnamed tributary crossing.

**9.1.4. Utilities and Stormwater**

The CONSULTANT will utilize the prepared Conditions and Capacity Analysis to incorporate the recommended changes to the existing sanitary sewer and water main systems in the 5% design. Modifications to other existing utilities such as utility poles and overhead lines will also be considered. Stormwater features including conveyance routing, bioretention within the planter zones, and the potential need for underground stormwater management facilities will also be considered.

Utility and Stormwater Design will include the following proposed line work:

- Proposed Locations for New Water Main
- Proposed Relocation of Overhead Communication Conduits

- Proposed Relocation of Overhead Power
- Proposed Location of Stormwater Conveyance and Treatment/Detention Facilities

#### 9.1.5. Traffic

The CONSULTANT will evaluate existing traffic equipment in conjunction with the expected project footprint to develop basis of design. The CONSULTANT shall coordinate with CITY technical staff to discuss and review the traffic elements to be designed as part of the project. The discussion shall include CITY maintenance staff and cover the signal infrastructure, known deficiencies, and potential system upgrades. The Consultant will perform a complete inventory of the existing traffic signal system at the study intersections. Illumination is expected to be located on power poles with additional lighting being provided on supplemental poles that will be located after Preliminary Engineering. As part of this effort the corridor will be modeled with AGI32 to determine lighting requirements to meet minimum CITY established standards.

Following NACTO Report 562 guidance, the CONSULTANT will review up to 3 non-motorized crossing locations. The locations will be agreed upon with the CITY prior to conducting the work.

Traffic Design will include the following proposed components and review:

- Conditions of existing signal equipment and operations at 51st Avenue NE, 55th Avenue NE, 67th Avenue NE
- Location of Proposed Traffic Operations Improvements
- Location of Illumination Poles
- Non-Motorized Crossing Location Analysis, Up to 3 Locations

### 9.2. Preferred Alternative

The CONSULTANT will prepare materials for a meeting at the CITY to review the 5% Design and alternatives and identify a preferred alternative, in accordance with NEPA requirements, for the CONSULTANT to use to develop the 30% design.

#### Assumption(s):

- The CONSULTANT shall prepare a 5% Design Roll Plot and 11"x17" alternative exhibits to support the preferred alternative meeting.
- Opinion of cost estimates will not be included as part of this process
- Only one comprehensive design alternative (preferred alternative) will come out of the preliminary engineering design phase after review by the CITY. This will include recommendations for areas to adjust the typical design section to minimize ROW and environmental impacts and reduce project risk.

### 9.3. Preliminary Engineering Report

The CONSULTANT will prepare a Preliminary Engineering Report to document the following:

- Design criteria
- Coordination with stakeholders such as WDFW and the Tulalip Tribe

- Existing site information
- 5% Design Roll Plot
- Alternative exhibits
- Evaluation results and recommendations from the Condition & Capacity Analysis (Task 7)
- A summary justifying the preferred alternative, and an updated design roll plot reflecting the preferred alternative.

**Deliverable(s):**

- Draft Preliminary Engineering Report (PDF)
- Final Preliminary Engineering Report (PDF)
- 5% Design Roll Plot
- 11"x17" alternative exhibits (PDF)

## TASK 10. DESIGN REPORT

The CONSULTANT shall prepare a Design Report to document the basis of design, coordination with stakeholders, site conditions, and other information supporting the development of the corridor design.

### 10.1. Design Report – 30% Submittal

This report will incorporate content from the Preliminary Engineering Report in addition to supporting information used to develop the 30% design. It will be provided as part of the 30% Submittal and will include the following information:

- Executive Summary
- Project Background
- Basis of Design
- Preliminary Engineering
- Geotechnical Evaluation
- Environmental
- Culvert and Fish Passage
- Structures
- Stormwater
- Utilities
- Roadway
- Traffic
- Landscape and Irrigation
- Right of Way
- Design Variances / Deviations

#### 10.1.1. Structures Technical Memorandum

A brief structures technical memorandum will be included under the Structures section as part of the Design Report. This will discuss the retaining walls and creek crossing structures. The technical memorandum will provide justification for the preferred creek crossing replacement structures and retaining walls at the 30% submittal. The considerations listed below shall be addressed in the structures technical memorandum where applicable, and shall discuss how these factors led to the preferred structural alternative. The technical memorandum will discuss how the constraints eliminated or supported the preferred structure alternatives.

- Geometric Constraints
- Feasibility of Construction
- Structural and Foundation Constraints (if applicable)
- Project Staging and Stage Construction Requirements (if applicable)
- Right-of-way Impacts

- Traffic Impacts and Public Access During Construction
- Utility Coordination
- Environmental Compliance with Fish Windows
- Long-term Structure Maintenance
- Cost Estimates
- Aesthetics

#### 10.1.2. Traffic Technical Memorandum

A traffic specific technical memorandum will be prepared as part of the Design Report. The memorandum will compile the information developed as part of task 9 Preliminary Engineering. The section will note key assumptions and formalize a set of recommendations for the traffic and illumination design.

#### 10.2. 60% Design Report Update – to be authorized by future supplement

## TASK 11. 30% DESIGN

### 11.1. 30% Design

CONSULTANT will advance the design of the Preferred Alternative from the work completed under the Preliminary Design of the PROJECT. The Preliminary Design effort will establish the PROJECT footprint for roadway improvements, basic channelization, limits of retention and replacement for existing utility and drainage infrastructure, culvert replacement structures, and typical right-of-way widths.

#### Assumption(s):

- The level of effort and fee estimate for this task is based on the number of sheets for each discipline as shown in the sheet list provided. The sheet list was prepared based on CONSULTANT's current knowledge of the project scope and anticipated work elements.
- CONSULTANT shall consult with the CITY prior to developing any sheets if the actual number of required sheets varies from the original sheet count estimate. If the CITY and CONSULTANT concur that total number of sheets required to detail the project exceeds the original estimate, the budget for this task may be amended.
- The 30% design will include the full project corridor and will not separate the project into separate phased segments.

### 11.2. 30% Plans

The CONSULTANT will further develop the design shown in the Preliminary Engineering roll plot into 30% plans. The anticipated sheet list for 30% design includes:

Submittal Sheet List for 30% Design		# Sheets Included
Sheet Description	30%	
Cover Sheet with Vicinity Map and Index	1	
Legend, General Notes, Abbreviations, and Project Key Map	2	
Roadway Typical Sections	3	
Alignment, Profile, and ROW Plans	20	
Site Preparation Plans	---	
TESC Notes and Details	---	
Temporary Erosion and Sedimentation Control (TESC) Plans	---	
Temporary Access Road Plans	2	
Paving Plans	20	
Paving Details	---	
Intersection and Curb Ramp Grading	---	
Driveway Plan and Profiles	---	
Drainage Plans	20	
Drainage Profiles	---	



Drainage Details	7
Culvert Plan & Profiles	2
Culvert Sections and Details	2
Retaining Wall Notes and Sequencing Plan	1
Retaining Wall Details	8
Stream Restoration Details	2
Pavement Marking and Signing Plans	20
Signing Schedule and Details	---
Signals, Illumination and ITS Plans	20
Illumination Schedule and Details	---
Landscaping and Irrigation Plans	---
Landscaping and Irrigation Details	---
Utility Plans	20
Utility Profiles	---
Utility Details	---
Staging and Traffic Control Sequencing Notes	---
Staging and Traffic Control Plans	---
<b>Total # Sheets</b>	<b>150</b>

**Assumption(s):**

- Symbols used by the CONSULTANT in the plans shall follow APWA standards. If the symbols are not in the APWA standards, then WSDOT standard symbols shall be used.
- Plans shall be prepared on the CITY's alignment survey for the ROW. Each sheet shall contain design elements, with line work for items detailed on other sheets screened back or drawn in light pen weight. The CONSULTANT is expected to the Industry Standard of Care in the design planning and layout, with elements shown as close as possible to where they are to be installed.
- General Construction Notes will be noted on plan sheets. General Notes will be numerically ordered and consistent throughout the plan set. Note and leader shall call out unique Construction Notes. Bubbles with leaders will be acceptable only for recurring Construction Notes and wiring notes for Signal and Illumination plans as they are numerically ordered and consistent throughout the applicable sheets.
- If additional detail is required to provide clarity, the Plans and Details shall include an exploded view. Cross-sections and profiles shall reflect existing features and proposed facilities, both above and below ground.

**11.2.1. General Sheets**

CONSULTANT will prepare the contract drawings in accordance with the CITY's design standards. Unless otherwise noted or directed by the CITY, CONSULTANT will prepare plan view sheets at a 1" = 20' scale (full size) and 1" = 40' scale (half size).

CONSULTANT will prepare a cover sheet including an index of drawings. The list of plan sheet titles in the indices will exactly match the titles as they appear on the plan sheets.

CONSULTANT will prepare a vicinity map showing the project limits. The vicinity map will include the beginning and ending of construction, stations, major cross streets, waterways, and critical areas.

CONSULTANT will prepare a sheet layout index for each scale used showing the sheet layout for the various disciplines. CONSULTANT will prepare general notes, abbreviations, and symbols sheet.

### 11.2.2. Roadway Design

#### Roadway Typical Sections

Roadway sections will be developed for 88th Street NE denoting roadway widths, right-of-way widths, sidewalks, bike lanes, landscaping, pavement design, and traffic lanes. The typical sections cover typical work throughout sections of the project and will not include every minor change in section dimensions and features. Where there are anomalies the appropriate discipline plans will be referenced.

#### Alignment, Profile, and ROW Plans

CONSULTANT will prepare horizontal alignment plans and vertical profile drawings for the project. Preliminary horizontal and vertical alignment plans will be produced for 88th Street NE. Preliminary horizontal alignment plans will be produced for connecting side streets. The survey basemap will display the existing right-of-way limits and the design will include preliminary proposed right-of-way limits to accommodate the widened roadway section.

#### Paving Plans and Details

CONSULTANT will prepare paving plans for the project. The plans will show notable dimensions for paving features. The plans will also show curb returns, tapers, intersection layouts, and proposed driveway access locations, which are typically shown at the preliminary phase. A preliminary extent of disturbance along the corridor will be shown in the form of cut/fill lines.

#### Pavement Marking and Signing

CONSULTANT will prepare pavement marking plans for the project. The plans will show dimensions for lanes, crosswalks, stop bars, pavement marking symbols and tapers and meet the requirements of the MUTCD and City standards. Signing will not be included on these plans as part of the 30% Design.

### 11.2.3. Stormwater Design

#### Drainage Plans and Details

CONSULTANT will prepare plans and details for the LID and gravity drainage design, including plan views of drainage pipes and structures, LID features, connections to the existing stormwater systems, and nonstandard drainage details. These storm system layouts will include catch basin and manhole locations, and the details required to describe the stormwater facilities.

#### 11.2.4. Creek Crossing and Structural Design

##### Culvert Plan and Profiles

The CONSULTANT shall advance the design of the preferred alternative selected during Preliminary Engineering for each of the two creek crossing locations. Data and models developed in preliminary engineering will be used to complete the design. Plan and profile sheets will show existing grading upstream and downstream of each crossing and proposed grading that will be required to match the existing channels.

##### Culvert Sections and Details

The CONSULTANT will prepare sections showing a cross section for each stream depicting the existing culvert structure, creek section, and proposed culvert replacement structure with associated grading and streambed materials. Structural details will be developed for each culvert replacement structure meeting the structural requirements of the AASHTO LRD.

##### Retaining Walls

Design will evaluate the type, size, and location of structural retaining walls. The CONSULTANT will evaluate up to three wall alternative types and identify a preferred type for each retaining wall by accounting for construction staging/sequencing, clearances, site constraints, geotechnical conditions, cost, constructability, and maintenance. Retaining wall plan and profiles for 30% will be developed showing the preferred type for each wall.

##### Stream Restoration

The CONSULTANT will prepare plan sheets showing preliminary limits of work at each creek crossing and associated areas for restoration.

#### 11.2.5. Signals & Illumination

The CONSULTANT will prepare traffic signal modification plans and details for each signalized intersection and RRFB crossing (2) where improvements are warranted. Signal plans will include equipment placement, proposed equipment schedule, and work items of significant project impact.

Illumination layout plan sheets and details will be provided for the corridor. Design will reflect the selected preferred illumination design. Plans will show proposed locations for new illumination on Snohomish County PUD poles.

#### 11.2.6. Utility Design

##### Utility Plans

Utility design shall be advanced based upon limits identified from Preliminary Engineering for initial limits of existing utility infrastructure to be retained and existing utility infrastructure to be replaced. A utility corridor plan will be developed to identify potential utility conflict locations. This plan will be provided to affected utilities to aid in potholing efforts to be completed by the CITY and Franchises. CONSULTANT will coordinate with affected utilities to identify type, size and location of future utilities. CONSULTANT will work with the

Franchises to locate their proposed facilities but will not design their work. Franchise Utility design will be completed by the Franchises.

**Assumption(s):**

Non-CITY Utilities may include:

- Puget Sound Energy – Natural Gas Main
- Snohomish PUD – Transmission and Distribution Power
- Comcast – Cable TV / Fiber Optics
- Century Link – Telephone Communications/Fiber Optic
- Frontier – Telephone Communications/Fiber Optic

CITY Utilities include:

- Water Main
- Sanitary Sewer
- Storm Water (See Stormwater Design)
- Traffic and Illumination Conduit / Fiber (See Traffic Design)

### 11.3. Estimate

The CONSULTANT shall produce a 30% Engineer's Opinion of Probable Cost Estimate to include in the 30% submittal documents. Unit Quantity calculations will be determined using measurement tools in AutoCAD and documented on excel worksheets, showing assumptions made in determining quantities for each bid item. Backup calculations shall specifically include items measured by the appropriate unit. The Engineer's Estimate will include an itemized list in tabular form, describing; section, item, and number of units (quantity), estimated unit costs, and total cost, with the understanding that any cost opinion or Engineer's Estimate provided by the CONSULTANT will be on the basis of experience and judgment. The estimate shall be prepared using standard unit costs and lump sum prices with input from Ott-Sakai Constructability Sub-Consultants.

**Assumption(s):**

- The Engineer's Opinion of Probable Cost will be developed for the full project corridor without phasing and assume construction begins in 2021. Contingencies will be included for a 30% level of design and adjustments for a 2021 start year for construction. An additional contingency may also be included to reflect added costs for phased construction.

### 11.4. 30% Submittal

CONSULTANT shall provide all documents for the 30% submittal to the CITY electronically. The delivery package shall include the Plans, Engineer's Opinion of Probable Cost Estimate, and Design Report documenting the design decisions shaping the project.

**Deliverable(s):**

- 30% Plans
- 30% Engineer's Opinion of Probable Cost Estimate
- Design Report
- Project Corridor Roll Plot

## TASK 12. VALUE ENGINEERING STUDY – TO BE SCOPED IN FUTURE SUPPLEMENT

Due to the uncertainty of project funding sources, the scope for this Task and its associated budget will be developed as necessary and authorized by future supplemental agreement, if required.

## TASK 13. ENVIRONMENTAL DOCUMENTATION & PERMITTING

The purpose of this task is to engage the regulatory agencies, conduct fieldwork, prepare documentation, and prepare NEPA/SEPA, City, and JARPA permit application packages.

### 13.1. Organize an Environmental Kick-off meeting and site visit.

Attendees should include the CONSULTANT team technical staff, design team leads, and CITY staff.

### 13.2. NEPA/SEPA/Permitting Stakeholder Meetings and Agency Coordination

- A. Organize and conduct up to three project overview and site visit meetings with agency permitting staff. Attendees may include staff from the Corps, WDFW, WSDOT Highways & Local Programs (H&LP), CITY planning, and representatives from tribal interests.
- B. Participate in one (1) CITY-hosted public open house by two environmental/permit staff.
- C. Coordinate with regulatory agencies on a consistent basis during reviews to facilitate the process and quickly respond to agency requests or comments.
- D. Participate in design team coordination meetings by up to two environmental/permit staff.

### 13.3. Wetlands, Streams, Fish, Wildlife & Habitat Baseline Fieldwork

- A. Field staff will review pertinent background information including the Soils Survey of Snohomish County Area, Soil Conservations Service, NWI maps, CITY maps and critical area code sections, as well as database information from WDFW, WDNR, USFWS, and NOAA Fisheries.
- B. CONSULTANT wetland biologists (one team of two) will delineate wetlands and stream bank/ OHWM over 2 days within the study area using the three parameter methods described in the Corps of Engineers Wetland Delineation Manual (Environmental Laboratory 1987), as updated by the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys and Coast Region (U.S. Army Corps of Engineers 2010).
- C. Wetlands found within the 88th Street NE, Corridor as well as approximately 300-feet upstream and downstream of Allen Creek and an unnamed tributary to Allen Creek within the corridor will be delineated and assessed
- D. To support the endangered species act evaluation and critical area report, baseline assessment of fish and wildlife use of the existing embankment area of the stream corridor will be conducted by up to one qualified CONSULTANT biologist.
- E. Identified wetlands and streams will be documented with appropriate data sheets and boundaries marked with visible plastic flagging for pickup by the survey team. Wetlands will be rated according to City and Ecology methods.

### 13.4. Wetland and Stream Delineation Report Preparation

This report will document existing conditions of the project area, assessment and location of existing on-site wetlands and description of habitat structures and surface water features (ditches and streams) in a Wetland and Stream Delineation Report suitable for the Corps permit application. Wetland classifications and data forms will be included.

### 13.5. Cultural Resources Assessment – to be authorized by future supplement

The preparation of the Cultural Resources Assessment will be fully scoped, budgeted and authorized by future supplement at completion of the 30% Design, once the project footprint is established.

In support of NEPA and Clean Water Act Permitting with the US Army Corp of Engineers (USACE), as related to wetlands and work below the Ordinary High Water Mark (OHWM), this work would include the preparation of a Cultural Resources Assessment Report in accordance with the published Department of Archaeology and Historic Preservation (DAHP) standards and guidelines, as well as those of the Secretary of the Interior.

#### 13.5.1. Preliminary Review

- The CONSULTANT will conduct background research using the DAHP's WISAARD database as well as other relevant documents, as needed, pertaining to sites and cultural resources surveys previously recorded in (and in the vicinity of) the project area. Background research will also address ethnographic information regarding Tribal affiliations (for use in determining Traditional Cultural Property [TCP] likelihood).
- A Washington DAHP EZ1 Form will be completed for submittal as part of the EO 05-05 process to inquiry as to whether additional work will be mandated (there is a potential that this would limit or eliminate further work).
- Provide an APE document with maps and project description to H&LP so they can initiate consultation with the SHPO and all concerned parties. Based on comments and the FHWA determination of whether it will have the potential to effect historic properties proceed to Step 2, Research and Field Investigation.

#### 13.5.2. Research and Field Investigation

- The CONSULTANT will conduct background research and then a field investigation consisting of a pedestrian reconnaissance to evaluate the area and to record historic property information for all structures 45 years of age or older. Above-ground inspection will consist of identifying any historic-aged resources located in and/or immediately adjacent to the project area that have not yet been inventoried and, if necessary, evaluated for listing on the National Register of Historic Places (NRHP).
- Photographs will be taken of the project area, shovel probes, cultural materials and/or other areas of interest. Description/details of the photos will be entered in a photo log.
- As necessary, maps will be produced to show the location of the observed resources with reference to surrounding natural and human-built features.



### 13.5.3. Monitoring (if required)

- The CONSULTANT will monitor any geotechnical testing of soils in the project area to determine whether buried historic or pre-contact materials are present in returned soils or if profiles (as exposed) contain archaeological material or the potential for locating them.
- If monitoring of soil testing is mandated or requested those data would be included in any reporting documentation, hence task item 2 (above) reporting would not take place until all field work was completed.

### Assumption(s)

- All review comments will be received in accordance with the project schedule. Delays and/or revisions to complete design due to receipt of untimely review comments and directions will be considered extra work.
- Changes to the project description and/or project area may necessitate modifications to this scope of services; such changes will be considered as Extra Work.
- If cultural resources are located in the project area, an Archaeological Site Inventory Form will be required by DAHP; preparation of this form is not included in this scope of services.

## 13.6. Endangered Species Act Compliance – Biological Assessment Preparation

The Biological Assessment (BA) is to evaluate the PROJECT in terms of its potential impacts to any species listed or proposed for listing as threatened or endangered under Section 7 of the Endangered Species Act (ESA).

- The BA will be prepared by a WSDOT certified author (to cover any potential future NEPA process) and include detailed descriptions of all project activities, status and occurrence of listed species in project area, direct and indirect effects to all listed species and critical habitat, and conservation measures.
- The BA will include an effects determination for each listed species and critical habitat. If required, an analysis of Essential Fish Habitat (EFH) will be completed as part of the BA and will also include an effects determination.

## 13.7. Critical Area Report Preparation – to be authorized by future supplement

The preparation of the Critical Area Report will be fully scoped, budgeted and authorized by future supplement at completion of the 30% Design, once the project footprint is established.

The Critical Area Report (CAR) documents impacts and identify mitigation in compliance with the City Critical Areas Ordinance. The CAR builds upon information already developed for the Wetland and Stream Delineation Report, Geotechnical Report and Biological Assessment.

The CAR will be developed to address the best available science requirements. The report will identify the general extent and location of PROJECT critical areas as defined by the CITY including wetlands, streams, geologic hazard areas, habitat areas and their buffers in the study area. The Critical Areas Report will incorporate information from Task 6 – Geotechnical Engineering - to address Geologic Hazard Areas.

CONSULTANT will work with CITY planners to develop up to three mitigation options for consideration. The options will be developed in GIS and will be supplemented with a brief narrative describing the concept pros and cons to facilitate the screening to a preferred option.

A general description of the mitigation required and the preferred conceptual level mitigation option will be presented in the CAR.

### 13.8. Prepare a noise assessment to meet FHWA and WSDOT requirements

- Monitor noise levels at up to six locations to document existing (2018) noise levels.
- Obtain segment traffic counts from the CITY at appropriate locations as developed in Task 8.11.
- Analyze project impacts using the FHWA Traffic Noise Model (TNM, version 2.5).
- Model Horizon Design year traffic data (2035) PM peak-hour; if that fails then use free-flow LOS C hourly volumes) and road configurations.
- Model & evaluate noise impacts with TNM.
- Evaluate noise abatement measures where noise impacts are predicted based on expected land uses in the corridor.
- Initiate preparation of a draft and final technical memorandum/report.

### 13.9. Prepare an Air Quality Assessment to meet FHWA and WSDOT requirements. – to be authorized by future supplement as needed

- CAL3QHC modeling for highest volume intersection in corridor.
- Code intersection for modeling with CAL3QHC.
- Develop interim and design year vehicle emission rates from MOVES2014 using National Defaults for Snohomish County, Washington.
- Assign intersection traffic volumes for existing (2018) and a horizon design (2035) year as developed in TASK 8.E.
- Model selected intersection with CAL3QHC for existing, existing (2018) and horizon design (2035) years.
- Prepare draft and final memorandum/technical report.

13.10. Initiate Environmental Justice documentation required by FHWA and WSDOT to document presence of minority and/or low-income populations within 0.5 miles of the project corridor.

- Pull 2010 Census reports using the EPA EJ finder.
- Supplement the national data with information collected from the Marysville School District or County available demographic databases.
- Complete the Social and Community Impacts Decision Matrix from the Local Programs ECS Guidebook.
- Initiate preparation of a brief memorandum to summarize the demographic and income information.

13.11. NEPA Documentation and Approval

- The CONSULTANT shall initiate preparation of NEPA environmental documentation in accordance with Chapter 24 of the LAG Manual and other appropriate WSDOT and/or FHWA guidance documents. The Local Agency Environmental Classification Summary form (ECS) is the assumed NEPA document for a Documented Categorical Exclusion (DCE) to process the 88th ST NE Corridor project.
- THE CONSULTANT shall coordinate with the WSDOT Highways and Local Programs Area Engineer during document preparation and review cycle. THE CONSULTANT will also coordinate with WSDOT to address comments on the ECS and any of the environmental documentation prepared above
- The CONSULTANT shall coordinate with the cultural resources subconsultant for their deliverable and incorporate their findings into the NEPA/SEPA checklist and coordinate responses to comments.

13.12. Hazardous Materials

CONSULTANT will conduct a Hazardous Materials (HazMat) Analysis Report to identify and evaluate known or potentially contaminated sites that may adversely affect the environment, create significant construction impacts, and/or incur cleanup liability to the CITY. This information will be used to allow the CITY and the CONSULTANT, together with the Washington State Department of Transportation (WSDOT), to make informed decisions regarding the selection of alternative, or mitigation measures and/or the necessity of initiating early coordination with relevant regulatory agencies.

- CONSULTANT will obtain and review the results of a federal, state, and local environmental database search provided by an outside environmental data service for listing of information on confirmed and suspected contaminated sites or nearby structures specified by Section 8.2, Standard Environmental Record Sources of ASTM International (ASTM) E1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The evaluation will focus on sites that are located within ¼ mile of the alignment, or as required by ASTM. Subject to availability, CONSULTANT will review the following environmental records:
  - Federal National Priority List (NPL or Superfund) Site List
  - Federal CERCLIS LIST

- Federal CORRACTS TSD Facilities List
- Federal RCRA non-CORRACTS TSD Facilities List
- Federal ERNS List
- Washington State's Lists of Hazardous Waste Sites Identified for Investigation or Remediation (Confirmed and Suspected Contaminated Sites List [CSCSL])
- Washington State's Landfill or Solid Waste Sites List
- Washington State's Leaking UST List
- Washington State's Registered UST List

Based on the results of the regulatory database search, CONSULTANT will make a request to review site files maintained by the Washington State Department of Ecology's Northwest Regional Office (Ecology NWRO). Site files made available by Ecology will be reviewed for information about current site environmental conditions.

CONSULTANT will review available historical data sources for the project area and vicinity, including aerial photographs, topographic maps, fire insurance maps, city directories, and other readily available development data.

- CONSULTANT will conduct a windshield survey of the project area, including adjoining properties - with a focus on indications of hazardous substances, petroleum products, polychlorinated biphenyls (PCBs), wells, storage tanks, solid waste disposal pits and sumps, and utilities. Interviews with property owners will not be conducted based on the nature of the project.
- The information gathered from the regulatory database, Ecology records review, historical documentation, and windshield survey will be summarized in a Hazardous Materials Analysis Report. The report will include a description of methods, findings, and conclusions, as well as the following:
  - Lists of sites with potential for presence of contaminated and hazardous material/waste sites identified in the regulatory database search
  - Maps of potentially contaminated hazardous material/waste sites identified in the regulatory database search, overlaid with the project footprint.

### 13.13. SEPA checklist preparation – to be authorized by future supplement

The preparation of the SEPA Checklist will be fully scoped, budgeted and authorized by future supplement at completion of the 30% Design, once the project footprint is established.

- Prepare a draft and final SEPA checklist consistent with the requirements of WAC 197-11.
- Provide SEPA response to comment support with up to 10 unique responses to public comments.

### 13.14. Permit Support – to be authorized by future supplement

Permit Support upon submission of permit applications will be fully scoped, budgeted and authorized by future supplement at completion of the 30% Design, once the project footprint is established.

- The PROJECT is likely to trigger a US Army Corps of Engineers permit and a Hydraulic Permit Application (HPA) for wetland impacts, stream impacts, and work below the OHWM. The CONSULTANT will prepare a Joint Aquatic Resource Protection Application (JARPA) for review and signature by the City.
- THE CONSULTANT will prepare up to 10 JARPA specific graphics using CADD and GIS to support the application package and submittal to Corps and Ecology.
- Prepare on behalf of the CITY the WDFW on-line JARPA (APPS) form.
- Prepare the City of Marysville Critical Area Permit Application package.
- Coordinate with the agency permit reviewers to facilitate review and comments for permit acquisition.

#### **CITY Responsibilities:**

- Provide any existing project data or environmental reports prepared for previous work along the 88th Street NE Corridor and the Allen Creek and unnamed tributary crossing areas, or nearby development projects.
- CITY will coordinate acquisition of Rights-of-entry requested by CONSULTANT
- CITY will handle SEPA processing based on SEPA checklist drafted by the CONSULTANT.
- The SEPA checklist and SEPA determination will be signed by the CITY
- Public notification will be handled by CITY staff. Copying, distribution, signage, postage etc. are not covered in this scope of work.
- Conduct review and provide comment on the draft SEPA checklist.
- Provide timely review of all deliverables and a consolidated list of review comments to the CONSULTANT, in accordance with the project schedule.

#### **Assumption(s):**

- Rights-of-entry (ROE) to private properties shall be obtained in writing prior to any initiation of field efforts.
- SEPA checklist preparation will not require separate field work, study or analysis by the CONSULTANT. Information to prepare the checklist will be gathered from known data sources, mapping, and online research and existing documents provided by the CITY.
- The CITY will formally issue the SEPA determination and distribute public notice and supporting materials to the appropriate agencies and the public.
- Mailing lists and postage fees will be provided by the CITY.
- Permit fees will be paid by the CITY.
- Public notification mailing, distribution, posting at public facilities (library, City Hall, county facilities etc.), on-site posting as required will also be handled by the CITY.
- Coordination and payment for the public notice in the local newspapers will be handled by the CITY.
- A Mitigation Plan for the wetlands and stream will be an add-on task for the final design.
- Scope and budget to support a SEPA appeal is not included and is considered Extra Work.
- The proposed project will not require construction on State Avenue or within the Cemetery
- If cultural resources are located in the project area, an Archaeological Site Inventory Form will be required by DAHP; preparation of this form is not included in this scope of services.

- Roadway plans in AutoCAD format for the proposed alignment will be provided for use with GIS in TNM modeling.
- Design year traffic data will be provided by the CITY or CONSULTANT traffic engineers.
- Interim year and design year traffic volumes (or growth rates) including turning movements and signal timing data will be provided by the CITY or CONSULTANT traffic engineers.
- Suitable design-level information for modeling will be provided.
- Qualitative discussion of other criteria pollutants, including construction emissions (e.g., PM10, PM2.5, NOx) will be sufficient.
- Qualitative discussion of mobile source air toxics and greenhouse gases is sufficient.
- Results of Task 13.2 recommendations may require additional follow-up investigation, such as a formal Phase I Environmental Site Assessment or Phase II Environmental Site Investigation - both of which are outside the scope of this AGREEMENT.
- The regulators (CITY, Tulalip Tribe and Natural Resource Agencies) all agree on the logical termini and independent utility.
- Each document is limited to two review and revision cycles by CITY and Natural Resource Agencies.
- Changes to the project description and/or project area may necessitate modifications to this scope of services; such changes will be considered as Extra Work.

**Deliverable(s) – to be authorized by future supplement:**

- Draft and Final Wetland and Stream Delineation Report.
- Draft and Final Cultural Resources Assessment Report (electronic PDF).
- Draft and Final Biological Assessment.
- Draft and Final Critical Area Report.
- Draft and Final Noise Assessment.
- Draft and Final Air Quality Assessment.
- Draft and Final EJ Evaluation.
- Draft and Final ECS form.
- Draft and Final Hazardous Material Report
- Draft and Final SEPA Checklist.
- Draft and Final JARPA for Corps/Ecology.
- Draft On-Line JARPA for WDFW (APPS).
- Draft and Final Critical Area Permit Package for City of Marysville permitting.
- City Permits.

## TASK 14. 60% DESIGN - TO BE SCOPED IN FUTURE SUPPLEMENT

### 14.1. 60% Design

The scope of work for 60% Design Submittal will be reviewed and defined at completion of the 30% Design. The associated budget for these efforts will be developed and authorized by supplemental agreement.

## TASK 15. FINAL DESIGN PACKAGES – SEGMENT DESIGN - TO BE SCOPED IN FUTURE SUPPLEMENT

The scope of work for 90% Design, and Ad-Ready Construction Packages will be reviewed and modified as construction funding is secured and the schedule is identified. Associated budgets for these efforts will be developed and authorized by supplemental agreement(s).



## TASK 16. CONSTRUCTABILITY ANALYSIS / MOCK BID EXERCISE

The CONSULTANT shall provide constructability input and review of the culvert and wall construction for the 30% Design submittal. The Constructability Analysis and Mock Bid Exercise for the 60% Design and 90% Design packages will be scoped and authorized by future supplement.

### Assumption(s):

- Current Project schedules to remain as assumed at beginning of contract.

### Deliverable(s):

- Constructability Review comments to the 30% Design submittal.

## TASK 17. REAL ESTATE SERVICES - TO BE SCOPED IN FUTURE SUPPLEMENT

The scope of work for Real Estate Services Design will be reviewed and modified at completion of 30% Design, once the corridor footprint is identified and property impacts can be assessed. Associated budgets for these efforts will be developed / revised and authorized by supplemental agreement(s).

## TASK 18. FUNDING SUPPORT - TO BE SCOPED IN FUTURE SUPPLEMENT

The scope of work for Funding Support will be reviewed and defined at completion of 30% Design, once the corridor footprint is identified and property impacts can be assessed. The associated budget for these efforts will be developed / revised and authorized by supplemental agreement.

## TASK 19. BIDDING PHASE ASSISTANCE - TO BE SCOPED IN FUTURE SUPPLEMENT

The scope of work for Bidding Phase Services will be reviewed and modified as construction funding is secured and the schedule is identified. Associated budgets for these efforts will be developed and authorized by supplemental agreement(s).

## TASK 20. PUBLIC INVOLVEMENT - TO BE SCOPED IN FUTURE SUPPLEMENT

Due to the uncertainty of project funding availability and timing of funds, the detailed scope for this Task and its associated budget will be developed and authorized by future supplemental agreement.

**Exhibit B**  
**DBE Participation**

---

DBE not applicable

Agreement Number:

## **Exhibit C**

# **Preparation and Delivery of Electronic Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agreement Number:



II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

**Exhibit D**  
**Prime Consultant Cost Computations**

---

See attached Exhibit D-1

Agreement Number:

City of Marysville: 88th Street Corridor

Task #	Task Description	From "Labor Budget" Tab	From "Expenses" Tab	Master3
		Billable Labor	Billable Expenses	
1	Task 1 - Project Management & Administration	\$ 59,997.32	\$ 3,123.75	\$63,121.07
2	Task 2 - Client Communications & Coordination	\$ 20,644.92	\$ 1,130.50	\$21,775.42
3	Task 3 - Quality Assurance / Quality Control	\$ 4,379.90	\$ 645.00	\$5,024.90
4	Task 4 - Data Collection / Review Information	\$ 17,996.10	\$ 161.30	\$18,157.40
5	Task 5 - Survey & Mapping	\$ 6,613.06	\$ 204,519.75	\$211,132.81
6	Task 6 - Geotechnical Engineering	\$ 2,420.77	\$ 136,897.25	\$139,318.02
7	Task 7 - Watermain & Sanitary Sewer	\$ 28,175.20	\$ 81.50	\$28,256.70
8	Task 8 - Traffic Analysis	\$ 29,366.50	\$ 11,409.00	\$40,775.50
9	Task 9 - Preliminary Design	\$ 107,701.66	\$ 1,111.75	\$108,813.41
10	Task 10 - Design Report	\$ 22,349.86	\$ 296.25	\$22,646.11
11	Task 11 - 30% Design	\$ 254,269.90	\$ 548.75	\$254,818.65
12	Task 12 - Value Engineering Study	\$ -	\$ -	\$0.00
13	Task 13 - Environmental Documentation & Permitting	\$ 67,351.78	\$ 1,056.00	\$68,407.78
14	Task 14 - 60% Design	\$ -	\$ -	\$0.00
15	Task 15 - Final Design Packages - Segment Design	\$ -	\$ -	\$0.00
16	Task 16 - Constructability Analysis & Mock Bid	\$ -	\$ 4,082.50	\$4,082.50
17	Task 17 - Real Estate Services	\$ 1,726.48	\$ 206.50	\$1,932.98
18	Task 18 - Funding Support	\$ -	\$ -	\$0.00
19	Task 19 Bidding Phase Assistance	\$ -	\$ -	\$0.00
20	Task 20 - Public Involvement	\$ -	\$ -	\$0.00
				<b>\$988,263.25</b>
<b>Escalation</b>				<b>\$10,902.38</b>
				<b>\$999,165.63</b>

**LABOR ESTIMATE, HDR ENGINEERING STAFF**

City of Marysville: 88th Street Corridor

	Pawlak, Michael A	Fennier, Paul A	Sanders, Coby Lee	Finn, Maureen C	Johnson, Lawrence S	Mages, Brian G	Buehnel, Robert Andrew (Robert)	Barton, Stuart W	McDonald, Kenneth Eugene Jr.	Wilcox, Carlos C	Frye, Jeffrey L	Andrews, Frederick L	Vo, John/Viet T	Nguyen, Tony	Keller, Larry D	
Project Role	Project Manager	Project Principa	Project Accountant	Project Coordinator	QA/QC Lead	Design Manager	Roadway Lead	Roadway Engineer	Roadway EIT	Civil CAD	Senior CAD Manager	Structures QA/QC	Structures Lead	Structures EIT	Structures CAD	
Billing Rate	241.45	288.86	74.58	104.49	183.20	143.42	148.95	119.76	91.79	124.86	143.42	197.60	143.42	96.81	137.97	
HDR Job Title	MGT MGT100 Sect on Manager Team Leader	MGT MGT620 Jrea Business Grp Director	FIN FIN210 Project Accountant 1	ADM ADM400 Admi nistrative Project Coordinator	PJM PJM210 Project Manager Engineering	ETR ETR200 Engin eer Transportation	ERA ERA100 EIT Rail	ETR ETR100 EIT Transportation	ETR ETR100 EIT Transportation	BIM BIM230 BIM Specialist Civil 3	BIM BIM230 BIM Specialist Civil 3	MGT MGT100 Sect on Manager Team Leader	EBR EBR200 Engin eer Bridge	EBR EBR100 EIT Bridge	BIM BIM230 BIM Specialist Civil 3	
Direct Rates	84.18	100.71	26.00	36.43	63.87	50.00	51.93	41.75	32.00	43.53	50.00	68.89	50.00	33.75	48.10	
<b>1 Task 1 - Project Management &amp; Administration</b>	<b>150</b>	<b>10</b>	<b>90</b>	<b>10</b>	<b>4</b>	<b>46</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	
1.1 Project FTP, Project Setup, Mgmt Plan, HASP																
1.1 (a) Project Setup	4		24	2												
1.1 (b) Project Mgmt Plan / Quality Mgmt Plan / HASP	16	2		4	2											
1.2 Project Team Coordination Meetings (36)	36					36										
1.3 Project Schedule (Initial + 8 updates)	24					4										
1.4 Progress Reporting and Invoicing (16)	8		32													
1.5 Subconsultant Coordination	16		32													
1.6 Project Kick-off Meeting	6		2	4	2	6					2	2	2			
1.7 Project Team Management	40	8														
1.8 Project Close-out																
<b>2 Task 2 - Client Communications &amp; Coordination</b>	<b>76</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
2.1 Bi-weekly 5/15 Reports (36)	12															
2.2 Monthly Client Coordination Meetings (16)	32					16										
2.3 General ongoing communications	32															
<b>3 Task 3 - Quality Assurance / Quality Control</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
3.1 Preliminary Engineering	2				4											
3.2 Design Report 30%	2				4											
3.3 30% Design Submittal	2				8											
<b>4 Task 4 - Data Collection / Review Information</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>
4.1 Obtain / request data from City & Utilities						2										
4.2 Review existing data								4	8				4			
4.3 Prepare Data Needs Memo						2							4			
<b>5 Task 5 - Survey &amp; Mapping</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>4</b>	<b>28</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>
5.1 Research & Existing Data Completion						2										
5.2 Coordinate Survey Control																
5.3 Coordinate Field Survey & Basemapping						2			8							
5.4 Review ROW Legals & Exhibits																
5.5 Develop ROW Plans						2			12	4						
5.6 Review Office Survey Deliverables						2		4	8				4			
5.7 Coordinate Supplemental Surveys	2					2							4			
<b>6 Task 6 - Geotechnical Engineering</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
6.1 Coordinate Geotechnical setup						2										
6.2 Coordinate Subsurface Explorations & Lab Testing	2					2										
6.3 Coordinate Geotechnical Design Services	4					2										
<b>7 Task 7 - Watermain &amp; Sanitary Sewer</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
7.1 Conduct Conditions & Capacity Analysis																
7.2 30% Design Submittal																
<b>8 Task 8 - Traffic Analysis</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
8.1 Data Collection & O/D Study																
8.2 Operations Analysis																
8.3 Traffic Technical Memorandum	2					2										
<b>9 Task 9 - Preliminary Design</b>	<b>24</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>68</b>	<b>48</b>	<b>28</b>	<b>40</b>	<b>4</b>	<b>4</b>	<b>28</b>	<b>110</b>	<b>0</b>	<b>4</b>	
9.1 5% Design																

	Pawlak, Michael A	Fernier, Paul A	Sanders, Cindy Lee	Finn, Maureen C	Johnson, Lawrence S	Magee, Brian G	Bushnell, Robert Andrew (Robert)	Barton, Stuart W	McDonald, Kenneth Eugene Jr.	Wilcox, Carlos C	Frye, Jeffrey L	Andrews, Frederick L	Vo, John-Viet T	Nguyen, Tony	Keller, Larry D
9.1.1 Develop Design Criteria		2					0	4			4		8		
9.1.2 Roadway	8					12	36	24	40	4		14	60		4
9.1.3 Creek Crossings															
9.1.4 Utilities & Stormwater															
9.1.5 Traffic															
9.2 Develop Preferred Alternative	8				4	16	4				8		20		
9.3 Preliminary Engineering Report															
9.3.1 Draft Report & Rollplot	4					28	6				1		12		
9.3.2 QC Draft Report & Rollplot					4						2		1		
9.3.3 Final Report & Rollplot	4					12	2				1		8		
9.3.4 QC Final Report & Rollplot					4						2		1		
<b>10 Task 10 - Design Report</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>28</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>0</b>
10.1 30% Submittal															
10.1.1 Structures Technical Memorandum	2										4		28		
10.1.2 Traffic Technical Memorandum	2														
10.1.3 Incorporate Preliminary Engineering Report	6				12	28	6								
<b>11 Task 11 - 30% Design</b>	<b>50</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>184</b>	<b>252</b>	<b>172</b>	<b>172</b>	<b>88</b>	<b>40</b>	<b>24</b>	<b>88</b>	<b>96</b>	<b>60</b>
11.1 30% Design	40	4	0	0	28	10	120	84	88	40			16		
11.2 30% Plans															
11.2.1 General Sheets						32			20						
11.2.2 Roadway Design						104	120	88	140						
11.2.3 Stormwater Design						8									
11.2.4 Creek Crossings & Structural Design						6					6	60	72	60	
11.2.5 Signal & Illumination						4									
11.2.6 Utility Design & Coordination						10									
11.3 Estimate	8					8	12	0	12		2	12	24		
11.4 30% Submittal	2					2					16				
<b>12 Task 12 - Value Engineering Study</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>13 Task 13 - Environmental Documentation &amp; Permitting</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
13.1 Organize Kick-off Meeting															
13.2 NEPA/SEPA/Permitting Stakeholder Mtgs & Coordination															
13.3 Wetlands, Streams, Fish, Wildlife & Habitat Baseline															
13.4 Wetland & Stream Delineation Report															
13.5 Cultural Resources Assessment															
13.6 ESA compliance - Biological Assessment															
13.7 Critical Areas Report															
13.8 Noise Assessment re: FHWA & WSDOT															
13.9 Air Quality Assessment re: FHWA & WSDOT															
13.10 Environmental Justice Documentation re: FHWA & WSDOT															
13.11 NEPA Documentation & Approval															
13.12 Hazardous Materials															
<b>14 Task 14 - 60% Design</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>15 Task 15 - Final Design Packages - Segment Design</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>16 Task 16 - Constructability Analysis &amp; Mock Bid</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>17 Task 17 - Real Estate Services</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
17.1 RES Effort Management															
<b>18 Task 18 - Funding Support</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>19 Task 19 Bidding Phase Assistance</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>20 Task 20 - Public Involvement</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Task Total Hours</b>	<b>326</b>	<b>16</b>	<b>90</b>	<b>10</b>	<b>72</b>	<b>364</b>	<b>306</b>	<b>208</b>	<b>248</b>	<b>96</b>	<b>46</b>	<b>58</b>	<b>244</b>	<b>96</b>	<b>64</b>
<b>Task Total Fee \$</b>	<b>\$ 78,713</b>	<b>\$ 4,622</b>	<b>\$ 6,712</b>	<b>\$ 1,045</b>	<b>\$ 13,190</b>	<b>\$ 52,205</b>	<b>\$ 45,579</b>	<b>\$ 24,910</b>	<b>\$ 22,764</b>	<b>\$ 11,987</b>	<b>\$ 6,597</b>	<b>\$ 11,461</b>	<b>\$ 34,994</b>	<b>\$ 9,294</b>	<b>\$ 8,830</b>

**LABOR ESTIMATE, HDR ENGINEERING STAFF**

City of Marysville: 88th Street Corridor

	Ericksen, John A	White, Francesca P	Ward, Brian K	Kury, Lukas	Starling, Jonathan M	Sannon, Jensen	Pelerson, Beth C	Wurden, Peter G V	Doran, Grace	Gunnard, Matthew C	Danejski, Lisa C	Kawamoto, Karissa M	Weich, Ian D	Clifford, Marissa A	Milliken, Andrew C
Project Role	Storm Drainage QA/QC	Storm Drainage Lead	Stormwater Senior Project Engineer	Stormwater EIT	Utilities Lead	Utilities Engineer	Fish Passage / Hydraulics Lead	Hydraulics Engineer	Hydraulics EIT	Landscape Architect	Environmental Lead	Environmental QA/QC	Fish Biologist	Environmental Planner	Sr. Environmental Scientist
Billing Rate	153.83	111.55	189.28	93.22	180.24	107.56	227.54	109.14	90.35	139.77	135.87	205.00	123.45	108.88	230.21
HDR Job Title	EWR EWR200 Engineer Water Resources	ESA ESA100 EIT Sanitary	EWR EWR300 Engineer Water Resources Sr	EWR EWR100 EIT Water Resources	ESA ESA200 Engineer Sanitary	ESA ESA200 Engineer Sanitary	MGT MGT100 Section Manager Team Leader	EWR EWR100 EIT Water Resources	EWR EWR100 EIT Water Resources	LAR LAR200 Landscape Architect	ENS SEN200 Environmental Scientist 2	MGT MGT100 Section Manager Team Leader	ENS BIO300 Biologist Sr	PLN PLE100 Environmental Planner 1	MGT MGT620 Area Business Group Director
Direct Rates	53.63	38.89	65.99	32.50	62.84	37.50	79.33	38.05	31.50	48.73	47.37	71.47	43.04	37.96	80.26
<b>1 Task 1 - Project Management &amp; Administration</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
1.1 Project FTP, Project Setup, Mgmt Plan, HASP															
1.1 (a) Project Setup															
1.1 (b) Project Mgmt Plan / Quality Mgmt Plan / HASP															
1.2 Project Team Coordination Meetings (36)															
1.3 Project Schedule (Initial + 8 updates)															
1.4 Progress Reporting and Invoicing (16)															
1.5 Subconsultant Coordination															
1.6 Project Kick-off Meeting	2				2		2			2	2				
1.7 Project Team Management															
1.8 Project Close-out															
<b>2 Task 2 - Client Communications &amp; Coordination</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
2.1 Bi-weekly 5/15 Reports (36)															
2.2 Monthly Client Coordination Meetings (16)															
2.3 General ongoing communications															
<b>3 Task 3 - Quality Assurance / Quality Control</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
3.1 Preliminary Engineering															
3.2 Design Report 30%															
3.3 30% Design Submittal															
<b>4 Task 4 - Data Collection / Review Information</b>	<b>8</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>64</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
4.1 Obtain / request data from City & Utilities	2	2			2	8									
4.2 Review existing data	8	8			12	48									
4.3 Prepare Data Needs Memo					2	8									
<b>5 Task 5 - Survey &amp; Mapping</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
5.1 Research & Existing Data Completion															
5.2 Coordinate Survey Control															
5.3 Coordinate Field Survey & Basemapping															
5.4 Review ROW Legals & Exhibits															
5.5 Develop ROW Plans															
5.6 Review Office Survey Deliverables															
5.7 Coordinate Supplemental Surveys															
<b>6 Task 6 - Geotechnical Engineering</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
6.1 Coordinate Geotechnical setup															
6.2 Coordinate Subsurface Explorations & Lab Testing															
6.3 Coordinate Geotechnical Design Services		1													
<b>7 Task 7 - Watermain &amp; Sanitary Sewer</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>68</b>	<b>148</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
7.1 Conduct Conditions & Capacity Analysis					28	60									
7.2 30% Design Submittal					40	88									
<b>8 Task 8 - Traffic Analysis</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
8.1 Data Collection & O/D Study															
8.2 Operations Analysis															
8.3 Traffic Technical Memorandum															
<b>9 Task 9 - Preliminary Design</b>	<b>2</b>	<b>26</b>	<b>0</b>	<b>16</b>	<b>32</b>	<b>86</b>	<b>10</b>	<b>70</b>	<b>46</b>	<b>4</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
9.1 5% Design															

	Erikson, John A	White, Francesca P	Warr, Brian K	Kury, Lukas	Starling, Jonathan M	Sannon, Jenson	Peterson, Beth C	Wurdin, Peter G V	Doran, Grace	Gunnat, Matthew C	Danielski, Lisa C	Kawamoto, Kanisa M	Welch, Ian D	Gifford, Marissa A	Millen, Andrew C
9.1.1 Develop Design Criteria		10						4		4	10				
9.1.2 Roadway															
9.1.3 Creek Crossings									8	54	32				
9.1.4 Utilities & Stormwater	2	16		16	8	28									
9.1.5 Traffic															
9.2 Develop Preferred Alternative					4	8		8	4						
9.3 Preliminary Engineering Report					8	18		2	6						
9.3.1 Draft Report & Rollplot					4	8		1							
9.3.2 QC Draft Report & Rollplot					4	16		2	4						
9.3.3 Final Report & Rollplot					4	8		1							
9.3.4 QC Final Report & Rollplot															
<b>10 Task 10 - Design Report</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
10.1 30% Submittal															
10.1.1 Structures Technical Memorandum															
10.1.2 Traffic Technical Memorandum															
10.1.3 Incorporate Preliminary Engineering Report		2						4	4	8					
<b>11 Task 11 - 30% Design</b>	<b>8</b>	<b>128</b>	<b>10</b>	<b>88</b>	<b>26</b>	<b>88</b>	<b>14</b>	<b>60</b>	<b>44</b>	<b>18</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
11.1 30% Design		16						16		16	16				
11.2 30% Plans															
11.2.1 General Sheets															
11.2.2 Roadway Design															
11.2.3 Stormwater Design	8	104	1	80											
11.2.4 Creek Crossings & Structural Design							12	40	40						
11.2.5 Signal & Illumination															
11.2.6 Utility Design & Coordination					18	68									
11.3 Estimate		8	1	8	8	20	2	4	4	2					
11.4 30% Submittal															
<b>12 Task 12 - Value Engineering Study</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>13 Task 13 - Environmental Documentation &amp; Permitting</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>86</b>	<b>16</b>	<b>188</b>	<b>202</b>	<b>16</b>
13.1 Organize Kick-off Meeting											4		4	4	
13.2 NEPA/SEPA/Permitting Stakeholder Mtgs & Coordination											40			24	
13.3 Wetlands, Streams, Fish, Wildlife & Habitat Baseline											8		50		
13.4 Wetland & Stream Delineation Report											4	2	50		
13.5 Cultural Resources Assessment															
13.6 ESA compliance - Biological Assessment											4	2	60		
13.7 Critical Areas Report															
13.8 Noise Assessment re: FHWA & WSDOT											1		8	80	16
13.9 Air Quality Assessment re: FHWA & WSDOT															
13.10 Environmental Justice Documentation re: FHWA & WSDOT											8	2	8	40	
13.11 NEPA Documentation & Approval											16	2	8	24	
13.12 Hazardous Materials											1	8		30	
<b>14 Task 14 - 60% Design</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>15 Task 15 - Final Design Packages - Segment Design</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>16 Task 16 - Constructability Analysis &amp; Mock Bid</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>17 Task 17 - Real Estate Services</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
17.1 RES Effort Management															
<b>18 Task 18 - Funding Support</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>19 Task 19 Bidding Phase Assistance</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>20 Task 20 - Public Involvement</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Task Total Hours</b>	<b>20</b>	<b>167</b>	<b>10</b>	<b>104</b>	<b>144</b>	<b>386</b>	<b>30</b>	<b>134</b>	<b>98</b>	<b>24</b>	<b>114</b>	<b>16</b>	<b>188</b>	<b>202</b>	<b>16</b>
<b>Task Total Fee</b>	<b>\$ 3,077</b>	<b>\$ 18,629</b>	<b>\$ 1,893</b>	<b>\$ 9,695</b>	<b>\$ 25,955</b>	<b>\$ 41,518</b>	<b>\$ 6,826</b>	<b>\$ 14,625</b>	<b>\$ 8,854</b>	<b>\$ 3,354</b>	<b>\$ 15,489</b>	<b>\$ 3,280</b>	<b>\$ 23,209</b>	<b>\$ 21,994</b>	<b>\$ 3,683</b>



**LABOR ESTIMATE, HDR ENGINEERING STAFF**

City of Marysville: 88th Street Corridor

	Hawkins, Kimberly A	Baldwin, William D	Azevedo, Robert C	Wiang, Hua	Greenough, Jesse A	Barbeau, Janae L	Total Labor Hours	Total Labor Dollars - Billable
Project Role	Environmental Scientist	Traffic / MOT Lead	Signals & Illumination Lead	Traffic Engineer	Traffic EIT	RES Lead		
Billing Rate	112.66	240.94	157.76	171.67	95.89	215.81		
HDR Job Title	ENS SEN200 Environmental Scientist 2	MGT.MGT100 Section Manager Team Leader	ETF.ETF200 Engineer Traffic	ETF.ETF300 Engineer Traffic Sr	ETF.ETF100 EIT Traffic	PJM.PJM200 Project Manager General		
Direct Rates	39.28	84.00	55.00	59.85	33.43	75.24		
<b>1 Task 1 - Project Management &amp; Administration</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>332</b>	<b>\$ 58,065.72</b>
1.1 Project FTP, Project Setup, Mgmt Plan, H&P							0	\$ -
1.1 (a) Project Setup							30	\$ 2,964.70
1.1 (b) Project Mgmt Plan / Quality Mgmt Plan / HASP							24	\$ 5,225.28
1.2 Project Team Coordination Meetings (36)							72	\$ 13,855.32
1.3 Project Schedule (Initial + 8 updates)							28	\$ 6,368.48
1.4 Progress Reporting and Invoicing (16)							40	\$ 4,318.16
1.5 Subconsultant Coordination							48	\$ 6,249.76
1.6 Project Kick-off Meeting		2	2			2	42	\$ 7,115.14
1.7 Project Team Management							48	\$ 11,968.88
1.8 Project Close-out							0	\$ -
<b>2 Task 2 - Client Communications &amp; Coordination</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>92</b>	<b>\$ 20,644.92</b>
2.1 Bi-weekly 5/15 Reports (36)							12	\$ 2,897.40
2.2 Monthly Client Coordination Meetings (16)							48	\$ 10,021.12
2.3 General ongoing communications							32	\$ 7,726.40
<b>3 Task 3 - Quality Assurance / Quality Control</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22</b>	<b>\$ 4,379.90</b>
3.1 Preliminary Engineering							6	\$ 1,215.70
3.2 Design Report 30%							6	\$ 1,215.70
3.3 30% Design Submittal							10	\$ 1,948.50
<b>4 Task 4 - Data Collection / Review Information</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>2</b>	<b>14</b>	<b>0</b>	<b>146</b>	<b>\$ 17,996.10</b>
4.1 Obtain / request data from City & Utilities			2	2	2		20	\$ 2,581.54
4.2 Review existing data			2		4		98	\$ 11,934.92
4.3 Prepare Data Needs Memo			4		8		28	\$ 3,479.64
<b>5 Task 5 - Survey &amp; Mapping</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>56</b>	<b>\$ 6,613.06</b>
5.1 Research & Existing Data Compilation							2	\$ 286.84
5.2 Coordinate Survey Control							0	\$ -
5.3 Coordinate Field Survey & Basemapping							10	\$ 1,021.16
5.4 Review ROW Legals & Exhibits							0	\$ -
5.5 Develop ROW Plans							18	\$ 1,887.76
5.6 Review Office Survey Deliverables							18	\$ 2,073.88
5.7 Coordinate Supplemental Surveys							8	\$ 1,343.42
<b>6 Task 6 - Geotechnical Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>13</b>	<b>\$ 2,420.77</b>
6.1 Coordinate Geotechnical setup							2	\$ 286.84
6.2 Coordinate Subsurface Explorations & Lab Testing							4	\$ 769.74
6.3 Coordinate Geotechnical Design Services							7	\$ 1,364.19
<b>7 Task 7 - Watermain &amp; Sanitary Sewer</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>216</b>	<b>\$ 28,175.20</b>
7.1 Conduct Conditions & Capacity Analysis							88	\$ 11,500.32
7.2 30% Design Submittal							128	\$ 16,674.88
<b>8 Task 8 - Traffic Analysis</b>	<b>0</b>	<b>8</b>	<b>8</b>	<b>228</b>	<b>0</b>	<b>0</b>	<b>248</b>	<b>\$ 43,100.10</b>
8.1 Data Collection & O/D Study		4	6	28			38	\$ 6,717.08
8.2 Operations Analysis			2	152			154	\$ 26,409.36
8.3 Traffic Technical Memorandum		4		48			56	\$ 9,973.66
<b>9 Task 9 - Preliminary Design</b>	<b>0</b>	<b>4</b>	<b>40</b>	<b>0</b>	<b>52</b>	<b>10</b>	<b>780</b>	<b>\$ 105,556.90</b>
9.1 5% Design							0	\$ -

	Hawkins, Kimberly A	Baldwin, William D	Azevedo, Robert C	Wang, Hua	Greenough, Jesse A	Barbeau, Janice L	Hours	Fee	Billable
9.1.1 Develop Design Criteria			10			10	66	\$	9,983.34
9.1.2 Roadway							124	\$	16,060.12
9.1.3 Creek Crossings							172	\$	22,528.56
9.1.4 Utilities & Stormwater							70	\$	8,037.58
9.1.5 Traffic		4	30		52		86	\$	10,682.84
9.2 Develop Preferred Alternative							84	\$	12,820.08
9.3 Preliminary Engineering Report							0	\$	-
9.3.1 Draft Report & Rollplot							85	\$	11,932.28
9.3.2 QC Draft Report & Rollplot							20	\$	3,080.40
9.3.3 Final Report & Rollplot							53	\$	7,351.30
9.3.4 QC Final Report & Rollplot							20	\$	3,080.40
<b>10 Task 10 - Design Report</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>150</b>	<b>\$</b>	<b>21,582.74</b>
10.1 30% Submittal							0	\$	-
10.1.1 Structures Technical Memorandum							34	\$	5,289.06
10.1.2 Traffic Technical Memorandum			12		32		46	\$	5,444.50
10.1.3 Incorporate Preliminary Engineering Report							70	\$	10,849.18
<b>11 Task 11 - 30% Design</b>	<b>0</b>	<b>0</b>	<b>48</b>	<b>0</b>	<b>80</b>	<b>8</b>	<b>1894</b>	<b>\$</b>	<b>245,454.64</b>
11.1 30% Design			16			8	518	\$	76,522.20
11.2 30% Plans							0	\$	-
11.2.1 General Sheets							52	\$	6,425.24
11.2.2 Roadway Design							452	\$	56,179.16
11.2.3 Stormwater Design							208	\$	22,951.04
11.2.4 Creek Crossings & Structural Design							296	\$	36,609.92
11.2.5 Signal & Illumination			24		72		100	\$	11,264.00
11.2.6 Utility Design & Coordination							96	\$	11,992.60
11.3 Estimate			8		8		152	\$	19,579.14
11.4 30% Submittal							20	\$	3,931.34
<b>12 Task 12 - Value Engineering Study</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$</b>	<b>-</b>
<b>13 Task 13 - Environmental Documentation &amp; Permitting</b>	<b>24</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>536</b>	<b>\$</b>	<b>67,351.78</b>
13.1 Organize Kick-off Meeting		2	2				16	\$	2,270.20
13.2 NEPA/SEPA/Permitting Stakeholder Mtgs & Coordinaton							64	\$	8,047.92
13.3 Wetlands, Streams, Fish, Wildlife & Habitat Baselineing							58	\$	7,259.46
13.4 Wetland & Stream Delineation Report							56	\$	7,125.98
13.5 Cultural Resources Assessment							0	\$	-
13.6 ESA ompliance - Biological Assessment							66	\$	8,360.48
13.7 Critical Areas Report							0	\$	-
13.8 Noise Assessment re: FHWA & WSDOT							105	\$	13,517.23
13.9 Air Quality Assessment re: FHWA & WSDOT							0	\$	-
13.10 Environmental Justice Documentation re: FHWA & WSDOT							58	\$	6,839.76
13.11 NEPA Documentation & Approval							50	\$	6,184.64
13.12 Hazardous Materials	24						63	\$	7,746.11
<b>14 Task 14 - 60% Design</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$</b>	<b>-</b>
<b>15 Task 15 - Final Design Packages - Segment Design</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$</b>	<b>-</b>
<b>16 Task 16 - Constructability Analysis &amp; Mock Bid</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$</b>	<b>-</b>
<b>17 Task 17 - Real Estate Services</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>8</b>	<b>\$</b>	<b>1,726.48</b>
17.1 RES Effort Management							8	\$	1,726.48
<b>18 Task 18 - Funding Support</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$</b>	<b>-</b>
<b>19 Task 19 Bidding Phase Assistance</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$</b>	<b>-</b>
<b>20 Task 20 - Public Involvement</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$</b>	<b>-</b>
<b>Task Total Hours</b>	<b>24</b>	<b>16</b>	<b>120</b>	<b>230</b>	<b>178</b>	<b>28</b>	<b>4,493</b>		
<b>Task Total Fee</b>	<b>\$ 2,704</b>	<b>\$ 3,855</b>	<b>\$ 18,931</b>	<b>\$ 39,484</b>	<b>\$ 17,068</b>	<b>\$ 6,043</b>		<b>\$</b>	<b>623,068</b>

**EXPENSES**

City of Marysville: 88th Street Corridor

Expense Summary	Task 1 - Project Management & Administration		Task 2 - Client Communications & Coordination		Task 3 - Quality Assurance / Quality Control		Task 4 - Data Collection / Review Information		Task 5 - Survey & Mapping		Task 6 - Geotechnical Engineering					
<b>OTHER DIRECT COSTS (Enter Cost per Unit (Column C) and then Qty for each Task)</b>																
<b>General Travel Expenses, non-government rates (These per unit costs are placeholders only. Use actual costs or client-approved per diem rates.)</b>																
	Cost per Unit	Qty	Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	
Air Fare/round trip	\$500.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Airport Parking/day -- SEA or BEL	\$20.00	38	\$760.00	26	\$520.00	0	\$0.00	4	\$80.00	0	\$0.00	1	\$20.00	2	\$40.00	
Car Rental/week	\$275.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Truck Rental/mo. (includes gas + mileage)	\$1,500.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Lodging/day	\$159.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Meals/day	\$71.00	2	\$142.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Gas/gal	\$3.40	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
HDR Owned Vehicle Mileage/mile	\$0.750	5780	\$4,335.00	2145	\$1,608.75	1210	\$907.50	330	\$247.50	176	\$132.00	83	\$62.25	165	\$123.75	
POV Mileage/mile	\$0.545	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
<b>Per Diem Travel (Look up rates at GSA Website, link below)</b>																
<u>GSA WEBSITE</u>	City/County	Cost per Unit	Days	Total	Days	Task Total	Days	Task Total	Days	Task Total	Days	Task Total	Days	Task Total	Days	Task Total
Per Diem Lodging			0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Per Diem-Meals	0		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
75% Per Diem-Meals	0		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Tolls		\$5.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
<b>TRAVEL EXPENSES TOTAL</b>			<b>\$5,237.00</b>		<b>\$2,128.75</b>		<b>\$907.50</b>		<b>\$327.50</b>		<b>\$132.00</b>		<b>\$82.25</b>		<b>\$163.75</b>	
<b>Field Equipment (Contact rental company for actual rates)</b>																
	Cost per Unit	Qty	Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	
H&S/Day	\$25.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Field Supplies (tools, ice, etc)	\$50.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Transducers (ea. Rental/month)	\$720.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Sampling Pumps	\$60.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Water Level Meter	\$50.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Well Permits (avg)	\$130.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Permit by Rule	\$500.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Photoionization Detector/Day	\$60.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
CGI/Day	\$45.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Digital Camera/ week	\$35.00	3	\$105.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Trimble Unit (Dept 002 in-house)/ day	\$26.00	1	\$26.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Trimble Unit	\$675.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
<b>FIELD EQUIPMENT TOTAL</b>			<b>\$131.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>	
<b>Office Expenses</b>																
	Cost per Unit	Qty	Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	
Tech Fees (billed per labor hour)	\$3.70	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Copies/Page 8.5x11 B&W	\$0.05	4850	\$242.50	1000	\$50.00	500	\$25.00	500	\$25.00	100	\$5.00	100	\$5.00	100	\$5.00	
Copies/Page 8.5x11 Color	\$0.45	2100	\$945.00	500	\$225.00	200	\$90.00	250	\$112.50	50	\$22.50	50	\$22.50	50	\$22.50	
Copies/Page 11x17 B&W	\$0.09	4570	\$411.30	500	\$45.00	200	\$18.00	1000	\$90.00	20	\$1.80	100	\$9.00	100	\$9.00	
Copies/Page 11x17 Color	\$0.90	1500	\$1,350.00	250	\$225.00	100	\$90.00	100	\$90.00	0	\$0.00	100	\$90.00	0	\$0.00	
Bond Plots - B&W (per sq. ft.)	\$0.14	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Bond Plots - Color (per sq. ft.)	\$0.90	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Express Mail	\$25.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
CD - 1st CD \$20, each add. Copy \$10	\$20.00	10	\$200.00	10	\$200.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Conference Calling - per min per line	\$0.05	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Office Supplies-Misc. (binders etc)	\$25.00	25	\$625.00	10	\$250.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
<b>OFFICE SUPPLIES TOTAL</b>			<b>\$3,773.80</b>		<b>\$995.00</b>		<b>\$223.00</b>		<b>\$317.50</b>		<b>\$29.30</b>		<b>\$126.50</b>		<b>\$36.50</b>	

Task 7 - Watermain & Sanitary Sewer	Task 8 - Traffic Analysis	Task 9 - Preliminary Design	Task 10 - Design Report	Task 11 - 30% Design	Task 12 - Value Engineering Study	Task 13 - Environmental Documentation & Permitting	Task 14 - 60% Design	Task 15 - Final Design Packages - Segment Design
-------------------------------------	---------------------------	-----------------------------	-------------------------	----------------------	-----------------------------------	--	----------------------	--

Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	2	\$40.00	1	\$20.00	2	\$40.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$142.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	70	\$52.50	1001	\$750.75	83	\$62.25	165	\$123.75	0	\$0.00	352	\$264.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00

Days	Task Total	Days	Task Total	Days	Task Total	Days	Task Total	Days	Task Total	Days	Task Total	Days	Task Total	Days	Task Total	Days	Task Total
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
\$0.00		\$52.50		\$790.75		\$82.25		\$163.75		\$0.00		\$406.00		\$0.00		\$0.00	

Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	1	\$35.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$70.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	1	\$26.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
\$0.00		\$0.00		\$61.00		\$0.00		\$0.00		\$0.00		\$70.00		\$0.00		\$0.00	

Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
100	\$5.00	250	\$12.50	250	\$12.50	500	\$25.00	500	\$25.00	0	\$0.00	750	\$37.50	0	\$0.00	0	\$0.00
50	\$22.50	100	\$45.00	150	\$67.50	200	\$90.00	200	\$90.00	0	\$0.00	200	\$90.00	0	\$0.00	0	\$0.00
100	\$9.00	100	\$9.00	500	\$45.00	100	\$9.00	1000	\$90.00	0	\$0.00	250	\$22.50	0	\$0.00	0	\$0.00
50	\$45.00	100	\$90.00	150	\$135.00	100	\$90.00	200	\$180.00	0	\$0.00	200	\$180.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	10	\$250.00	0	\$0.00	0	\$0.00
\$81.50		\$156.50		\$260.00		\$214.00		\$385.00		\$0.00		\$580.00		\$0.00		\$0.00	

C:\Users\mpawisk\Documents\Marysville\88th Street Corridor\Scope Schedule Budget Development\Budget\Draft 4\180417MAP Marysville 88th St Corridor\_ESTIMATE - Master 4.XLSM

City of Marysville: 88th Street Corridor

Miscellaneous Expenses	Cost per Unit	Qty	Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total
Traffic Data Collection	\$6,200.00	1	\$6,200.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
O/D Traffic Data	\$5,000.00	1	\$5,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
<b>MISCELLANEOUS EXPENSES TOTAL</b>			<b>\$11,200.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>

Contingency Budget for Expenses (estimated as a % of Labor)	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total
Enter percentage of labor to calculate Expense Budget	0.00%			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
<b>CONTINGENCY BUDGET FOR EXPENSES TOTAL</b>				<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>

<b>TOTAL - OTHER DIRECT COSTS</b>	<b>\$20,341.80</b>	<b>\$3,123.75</b>	<b>\$1,130.50</b>	<b>\$645.00</b>	<b>\$161.30</b>	<b>\$208.75</b>	<b>\$200.25</b>	
ODC Markup (markup is entered on Project Info tab)	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
<b>TOTAL - OTHER DIRECT COSTS + MARKUP</b>	<b>\$19,972.80</b>	<b>\$3,123.75</b>	<b>\$1,130.50</b>	<b>\$645.00</b>	<b>\$161.30</b>	<b>\$208.75</b>	<b>\$200.25</b>	

**SUBCONSULTANTS** (Enter Sub budget for each Task. Substantiate with Subconsultant's Proposal or Quote for Services)

1-Alliance Geomatics	\$204,311.00	\$0.00	\$0.00	\$0.00	\$0.00	\$204,311.00	\$0.00
HWA Geosciences	\$136,697.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$136,697.00
Tierra ROW Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ott-Sakai	\$3,920.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Appraisal Group of the NW	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Duncan & Associates	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Performance Plane, LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subcontracts Total</b>	<b>\$344,928.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$204,311.00</b>	<b>\$136,697.00</b>
Markup on Subs (markup is entered on Project Info tab)	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
<b>Total Subcontracts + Markup</b>	<b>\$344,928.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$204,311.00</b>	<b>\$136,697.00</b>

<b>Total Expenses (ODCs + Subcontractors + Markups)</b>	<b>\$364,900.80</b>	<b>\$3,123.75</b>	<b>\$1,130.50</b>	<b>\$645.00</b>	<b>\$161.30</b>	<b>\$204,519.75</b>	<b>\$136,897.25</b>
---	---------------------	-------------------	-------------------	-----------------	-----------------	---------------------	---------------------

Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total
0	\$0.00	1	\$6,200.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	1	\$5,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
\$0.00		\$11,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	

Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00

\$81.50	\$11,409.00	\$1,111.75	\$296.25	\$548.75	\$0.00	\$1,056.00	\$0.00	\$0.00									
0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
\$81.50	\$11,409.00	\$1,111.75	\$296.25	\$548.75	\$0.00	\$1,056.00	\$0.00	\$0.00									

\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

\$81.50	\$11,409.00	\$1,111.75	\$296.25	\$548.75	\$0.00	\$1,056.00	\$0.00	\$0.00
---------	-------------	------------	----------	----------	--------	------------	--------	--------

### Exhibit D-1

**HDR ENGINEERING, INC.**  
**ACTUALS NOT TO EXCEED TABLE**

*City of Marysville - 88th Street NE Corridor Improvement Project - State Avenue to 67th Avenue NE*  
**Labor Categories**

Employee Classification 2018	Description of Job Code	Overhead		Fixed Fee/Profit		Loaded Labor Rates (Direct + OH + FF)	
		NTE Hourly	156.8300% X	DSC NTE Hourly	30.0% X	DSC NTE Hourly	NTE Hourly
ACT01	Accounting Asst	\$ 32.66		\$ 51.22		\$ 9.80	\$ 93.68
ACT02	Accounting Asst Sr	\$ 44.81		\$ 70.28		\$ 13.44	\$ 128.53
ACT03	Accountant	\$ 52.61		\$ 82.51		\$ 15.78	\$ 150.90
ACT04	Accountant Sr	\$ 56.63		\$ 88.81		\$ 16.99	\$ 162.43
ACT05	Accounting Business Manager	\$ 165.21		\$ 259.10		\$ 49.56	\$ 473.87
ACT06	Assistant Area Controller	\$ 55.74		\$ 87.42		\$ 16.72	\$ 159.88
ACT07	Area Controller	\$ 87.94		\$ 137.92		\$ 26.38	\$ 252.24
ACT10	Controller Regional	\$ 109.54		\$ 171.79		\$ 32.86	\$ 314.19
ACT11	Controller Company	\$ 105.03		\$ 164.72		\$ 31.51	\$ 301.26
ACT20	Financial Analyst	\$ 27.56		\$ 43.22		\$ 8.27	\$ 79.05
ACT21	Financial Analyst Sr	\$ 50.59		\$ 79.34		\$ 15.18	\$ 145.11
ADM01	Receptionist/Clerk	\$ 29.49		\$ 46.25		\$ 8.85	\$ 84.59
ADM02	Admin Asst Word Processor	\$ 37.48		\$ 58.78		\$ 11.24	\$ 107.50
ADM03	Exec Sec Coordinator	\$ 44.85		\$ 70.34		\$ 13.46	\$ 128.65
ADM04	Clerk	\$ 26.15		\$ 41.01		\$ 7.85	\$ 75.01
ADM10	Administrator	\$ 42.85		\$ 67.20		\$ 12.86	\$ 122.91
ADM11	Administrator Sr	\$ 67.60		\$ 106.02		\$ 20.28	\$ 193.90
ADM20	Administrative Office Mgr	\$ 58.86		\$ 92.31		\$ 17.66	\$ 168.83
ARC09	Architectural Coordinator 1	\$ 24.25		\$ 38.03		\$ 7.28	\$ 69.56
ARC10	Architectural Coordinator 2	\$ 36.30		\$ 56.93		\$ 10.89	\$ 104.12
ARC12	Architectural Coordinator 3	\$ 57.40		\$ 90.02		\$ 17.22	\$ 164.64
ARC20	Architect Project	\$ 77.48		\$ 121.51		\$ 23.24	\$ 222.23
ARC21	Architect Project Design	\$ 60.95		\$ 95.59		\$ 18.29	\$ 174.83
ARC30	Architect, Sr Project	\$ 137.16		\$ 215.11		\$ 41.15	\$ 393.42
AUD40	Lead Internal Auditor	\$ 70.66		\$ 110.82		\$ 21.20	\$ 202.68
CAR02	CADD Technician Arch 2	\$ 33.67		\$ 52.80		\$ 10.10	\$ 96.57
CAR03	CADD Technician Arch 3	\$ 40.53		\$ 63.56		\$ 12.16	\$ 116.25
CAR04	CADD Technician Arch 4	\$ 51.77		\$ 81.19		\$ 15.53	\$ 148.49
CCI01	CADD Technician Civil 1	\$ 33.57		\$ 52.65		\$ 10.07	\$ 96.29
CCI02	CADD Technician Civil 2	\$ 43.22		\$ 67.78		\$ 12.97	\$ 123.97
CCI03	CADD Technician Civil 3	\$ 59.18		\$ 92.81		\$ 17.75	\$ 169.74
CCI04	CADD Technician Civil 4	\$ 65.07		\$ 102.05		\$ 19.52	\$ 186.64
CEL01	CADD Technician Electrical 1	\$ 37.10		\$ 58.18		\$ 11.13	\$ 106.41
CEL02	CADD Technician Electrical 2	\$ 39.15		\$ 61.40		\$ 11.75	\$ 112.30
CEL03	CADD Technician Electrical 3	\$ 57.21		\$ 89.72		\$ 17.16	\$ 164.09
CEL04	CADD Technician Electrical 4	\$ 77.52		\$ 121.57		\$ 23.26	\$ 222.35
CEN10	Engineer Cost 1	\$ 28.41		\$ 44.56		\$ 8.52	\$ 81.49
CEN20	Engineer Cost 2	\$ 38.06		\$ 59.69		\$ 11.42	\$ 109.17
CES10	Estimator 1	\$ 55.76		\$ 87.45		\$ 16.73	\$ 159.94
CES20	Estimator 2	\$ 82.14		\$ 128.82		\$ 24.64	\$ 235.60
CGE01	CADD Technician General 1	\$ 26.67		\$ 41.83		\$ 8.00	\$ 76.50
CGE02	CADD Technician General 2	\$ 39.12		\$ 61.35		\$ 11.74	\$ 112.21
CGE03	CADD Technician General 3	\$ 45.64		\$ 71.58		\$ 13.69	\$ 130.91
CGE04	CADD Technician General 4	\$ 56.93		\$ 89.28		\$ 17.08	\$ 163.29
CIN10	Construction Inspector 1	\$ 44.02		\$ 69.04		\$ 13.21	\$ 126.27
CIN20	Construction Inspector 2	\$ 30.00		\$ 79.70		\$ 15.20	\$ 145.88
CME02	CADD Technician Mechanical 2	\$ 41.64		\$ 65.30		\$ 12.49	\$ 119.43
CME03	CADD Technician Mechanical 3	\$ 53.60		\$ 84.06		\$ 16.08	\$ 153.74
CME04	CADD Technician Mechanical 4	\$ 65.14		\$ 102.16		\$ 19.54	\$ 186.84
CMG10	Construction Manager 1	\$ 60.19		\$ 94.40		\$ 18.06	\$ 172.65
CMG20	Construction Manager 2	\$ 168.45		\$ 264.18		\$ 50.54	\$ 483.17
CON10	Contract Administrator 1	\$ 88.60		\$ 138.95		\$ 26.58	\$ 254.13
CON20	Contract Administrator 2	\$ 88.13		\$ 138.21		\$ 26.44	\$ 252.78
COR01	Public Relations Mgr	\$ 97.59		\$ 153.05		\$ 29.28	\$ 279.92
COR03	Public Relation/Prom Mkt Coord	\$ 51.76		\$ 81.18		\$ 15.53	\$ 148.47
CPR10	Resident Project Rep 1	\$ 48.19		\$ 75.58		\$ 14.46	\$ 138.23
CPR20	Resident Project Rep 2	\$ 81.42		\$ 127.69		\$ 24.43	\$ 233.54
CST01	CADD Technician Structural 1	\$ 30.31		\$ 47.54		\$ 9.09	\$ 86.94
CST02	CADD Technician Structural 2	\$ 46.88		\$ 73.52		\$ 14.06	\$ 134.46
CST03	CADD Technician Structural 3	\$ 52.60		\$ 82.49		\$ 15.78	\$ 150.87
CST04	CADD Technician Structural 4	\$ 67.44		\$ 105.77		\$ 20.23	\$ 193.44
EBR10	EIT Bridge	\$ 40.73		\$ 63.88		\$ 12.22	\$ 116.83
EBR20	Engineer Bridge	\$ 68.37		\$ 107.22		\$ 20.51	\$ 196.10
EBR30	Engineer Bridge Sr	\$ 106.49		\$ 167.01		\$ 31.95	\$ 305.45
ECH10	EIT Chemical	\$ 43.54		\$ 68.28		\$ 13.06	\$ 124.88
ECH20	Engineer Chemical	\$ 53.88		\$ 84.50		\$ 16.16	\$ 154.54
ECH30	Engineer Chemical Sr	\$ 66.72		\$ 104.64		\$ 20.02	\$ 191.38
ECI05	Coordinator Civil	\$ 41.58		\$ 65.21		\$ 12.47	\$ 119.26
ECI10	EIT Coordinator Civil	\$ 42.99		\$ 67.42		\$ 12.90	\$ 123.31
ECI20	Engineer Civil	\$ 87.21		\$ 136.77		\$ 26.16	\$ 250.14
ECI30	Engineer Civil Sr	\$ 89.44		\$ 140.27		\$ 26.83	\$ 256.54
ECO10	EIT Coordinator Construction	\$ 48.51		\$ 76.08		\$ 14.55	\$ 139.14

**HDR ENGINEERING, INC.**  
**ACTUALS NOT TO EXCEED TABLE**

**City of Marysville - 88th Street NE Corridor Improvement Project - State Avenue to 67th Avenue NE**  
**Labor Categories**

Employee Classification	Overhead		Fixed Fee/Profit		Loaded Labor Rates	
	NTE Hourly	156.8300% X	DSC NTE Hourly	30.0% X	DSC NTE Hourly	(Direct + OH + FF) NTE Hourly
ECO15	Engineer Construction Jr	\$ 31.82	\$ 49.90	\$ 9.55	\$ 91.27	
ECO20	Engineer Construction	\$ 63.09	\$ 98.94	\$ 18.93	\$ 180.96	
ECO30	Engineer Construction Sr	\$ 100.18	\$ 157.11	\$ 30.05	\$ 287.34	
EEG10	Environmental EIT	\$ 43.67	\$ 68.49	\$ 13.10	\$ 125.26	
EEG20	Environmental Engineer	\$ 51.06	\$ 80.08	\$ 15.32	\$ 146.46	
EEG30	Environmental Engineer Sr	\$ 71.98	\$ 112.89	\$ 21.59	\$ 206.46	
EEL10	EIT Electrical	\$ 40.37	\$ 63.31	\$ 12.11	\$ 115.79	
EEL20	Engineer Electrical	\$ 83.59	\$ 131.09	\$ 25.08	\$ 239.76	
EEL30	Engineer Electrical Sr	\$ 116.48	\$ 182.68	\$ 34.94	\$ 334.10	
EFR10	Fire Protection Engineer	\$ 99.67	\$ 156.31	\$ 29.90	\$ 285.88	
EHI10	EIT Highway	\$ 44.57	\$ 69.90	\$ 13.37	\$ 127.84	
EHI20	Engineer Highway	\$ 62.68	\$ 98.30	\$ 18.80	\$ 179.78	
EHI30	Engineer Highway Sr	\$ 81.22	\$ 127.38	\$ 24.37	\$ 232.97	
EIN10	EIT Instrumentation	\$ 48.48	\$ 76.03	\$ 14.54	\$ 139.05	
EIN20	Engineer Instrumentation	\$ 59.25	\$ 92.92	\$ 17.78	\$ 169.95	
EIN30	Engineer Instrumentation Sr	\$ 78.61	\$ 123.28	\$ 23.58	\$ 225.47	
EME05	Coordinator Mechanical	\$ 50.83	\$ 79.72	\$ 15.25	\$ 145.80	
EME10	EIT Mechanical	\$ 45.69	\$ 71.66	\$ 13.71	\$ 131.06	
EME20	Engineer Mechanical	\$ 58.89	\$ 92.36	\$ 17.67	\$ 168.92	
EME30	Engineer Mechanical Sr	\$ 152.00	\$ 238.38	\$ 45.60	\$ 435.98	
ERA10	EIT Rail	\$ 42.60	\$ 66.81	\$ 12.78	\$ 122.19	
ERA20	Engineer Rail	\$ 52.70	\$ 82.65	\$ 15.81	\$ 151.16	
ERA30	Engineer Rail Sr	\$ 92.97	\$ 145.80	\$ 27.89	\$ 266.66	
ESA10	EIT Sanitary	\$ 44.30	\$ 69.48	\$ 13.29	\$ 127.07	
ESA20	Engineer Sanitary	\$ 67.36	\$ 105.64	\$ 20.21	\$ 193.21	
ESA30	Engineer Sanitary Sr	\$ 102.13	\$ 160.17	\$ 30.64	\$ 292.94	
ESO10	EIT Geotechnical	\$ 40.74	\$ 63.89	\$ 12.22	\$ 116.85	
ESO20	Engineer Geotechnical	\$ 86.90	\$ 136.29	\$ 26.07	\$ 249.26	
ESO30	Engineer Geotechnical Sr	\$ 91.48	\$ 143.47	\$ 27.44	\$ 262.39	
EST10	EIT Structural	\$ 51.16	\$ 80.23	\$ 15.35	\$ 146.74	
EST20	Engineer Structural	\$ 67.09	\$ 105.22	\$ 20.13	\$ 192.44	
EST30	Engineer Structural Sr	\$ 101.53	\$ 159.23	\$ 30.46	\$ 291.22	
ETF10	EIT Traffic	\$ 42.65	\$ 66.89	\$ 12.80	\$ 122.34	
ETF20	Engineer Traffic	\$ 60.97	\$ 95.62	\$ 18.29	\$ 174.88	
ETF30	Engineer Traffic Sr	\$ 90.52	\$ 141.96	\$ 27.16	\$ 259.64	
ETR10	EIT Transportation	\$ 42.78	\$ 67.09	\$ 12.83	\$ 122.70	
ETR20	Engineer Transportation	\$ 57.87	\$ 90.76	\$ 17.36	\$ 165.99	
ETR30	Engineer Transportation Sr	\$ 67.38	\$ 105.67	\$ 20.21	\$ 193.26	
EWR10	EIT Water Resources	\$ 51.33	\$ 80.50	\$ 15.40	\$ 147.23	
EWR20	Engineer Water Resources	\$ 63.12	\$ 98.99	\$ 18.94	\$ 181.05	
EWR30	Engineer Water Resources Sr	\$ 87.85	\$ 137.78	\$ 26.36	\$ 251.99	
EXE20	Director of Development	\$ 93.78	\$ 147.08	\$ 28.13	\$ 268.99	
EXE30	President	\$ 213.51	\$ 334.85	\$ 64.05	\$ 612.41	
FOP10	Operations Specialist 1	\$ 50.76	\$ 78.82	\$ 15.08	\$ 144.16	
FOP30	Operations Specialist 3	\$ 74.27	\$ 116.48	\$ 22.28	\$ 213.03	
GRA01	Graphic Artist 1	\$ 35.44	\$ 55.58	\$ 10.63	\$ 101.65	
GRA02	Graphic Artist 2	\$ 49.33	\$ 77.36	\$ 14.80	\$ 141.49	
GRA03	Graphic Artist 3	\$ 57.85	\$ 90.73	\$ 17.36	\$ 165.94	
HR01	Human Resources Specialist	\$ 41.03	\$ 64.35	\$ 12.31	\$ 117.69	
HR02	Human Resources Specialist Sr	\$ 73.71	\$ 115.60	\$ 22.11	\$ 211.42	
INT01	Intern Administrative	\$ 20.49	\$ 32.13	\$ 6.15	\$ 58.77	
INT02	Intern Architectural	\$ 21.04	\$ 33.00	\$ 6.31	\$ 60.35	
INT04	Intern Engineering	\$ 22.81	\$ 35.77	\$ 6.84	\$ 65.42	
LAR10	Landscape Architectural Coord	\$ 39.78	\$ 62.39	\$ 11.93	\$ 114.10	
LAR20	Landscape Architect	\$ 47.21	\$ 74.04	\$ 14.16	\$ 135.41	
LAR30	Landscape Architect Sr	\$ 71.09	\$ 111.49	\$ 21.33	\$ 203.91	
LEG01	Attorney	\$ 90.93	\$ 142.61	\$ 27.28	\$ 260.82	
MGC10	Economist 1	\$ 46.41	\$ 72.78	\$ 13.92	\$ 133.11	
MGC11	Economist 2	\$ 79.92	\$ 125.34	\$ 23.98	\$ 229.24	
MGC12	Economist 3	\$ 130.90	\$ 205.29	\$ 39.27	\$ 375.46	
MGC20	Management Analyst	\$ 55.25	\$ 86.65	\$ 16.58	\$ 158.48	
MGC30	Management Consultant	\$ 114.40	\$ 179.41	\$ 34.32	\$ 328.13	
MGC40	Management Consultant Sr	\$ 185.38	\$ 290.73	\$ 55.61	\$ 531.72	
MGT10	Section Manager/Team Leader	\$ 127.15	\$ 199.41	\$ 38.15	\$ 364.71	
MGT11	Area Manager	\$ 135.77	\$ 212.93	\$ 40.73	\$ 389.43	
MGT12	Regional Director	\$ 93.18	\$ 146.13	\$ 27.95	\$ 267.26	
MGT20	National Technical Director	\$ 127.79	\$ 200.41	\$ 38.34	\$ 366.54	
MGT21	Director of Engineer	\$ 171.27	\$ 268.60	\$ 51.38	\$ 491.25	
MGT22	Dir of Bus Class Client Develop	\$ 136.88	\$ 214.67	\$ 41.06	\$ 392.61	
MGT23	Director of Professional Services	\$ 140.57	\$ 220.46	\$ 42.17	\$ 403.20	
MGT24	Program Management Director	\$ 120.88	\$ 189.58	\$ 36.26	\$ 346.72	
MGT25	Director of Client Development	\$ 130.63	\$ 204.87	\$ 39.19	\$ 374.69	
MGT27	Regional Quality Director	\$ 65.61	\$ 102.90	\$ 19.68	\$ 188.19	



**HDR ENGINEERING, INC.**  
**ACTUALS NOT TO EXCEED TABLE**

**City of Marysville - 88th Street NE Corridor Improvement Project - State Avenue to 67th Avenue NE**  
**Labor Categories**

Employee Classification	NTE Hourly	Overhead		Fixed Fee/Profit		Loaded Labor Rates (Direct + OH + FF)	
		156.8300% X	DSC NTE Hourly	30.0% X	DSC NTE Hourly	NTE Hourly	
MGT28	QA/QC Program Director	\$ 74.85	\$ 117.39		\$ 22.46	\$ 214.70	
MGT30	Office Manager	\$ 91.71	\$ 143.83		\$ 27.51	\$ 263.05	
MGT35	BusUnit Asst Mng Principal	\$ 129.51	\$ 203.11		\$ 38.85	\$ 371.47	
MGT40	Bus Unit MgrManaging Prin	\$ 169.79	\$ 266.28		\$ 50.94	\$ 487.01	
MGT42	Area Business Class Leader	\$ 115.29	\$ 180.81		\$ 34.59	\$ 330.69	
MGT44	Regional Business Class Leader	\$ 103.82	\$ 162.82		\$ 31.15	\$ 297.79	
MGT46	Business Class Director	\$ 147.99	\$ 232.09		\$ 44.40	\$ 424.48	
MGT47	Business Group Leader	\$ 139.38	\$ 218.59		\$ 41.81	\$ 399.78	
MGT48	Market Sector Director	\$ 147.00	\$ 230.54		\$ 44.10	\$ 421.64	
MGT50	Senior Operations Manager	\$ 153.32	\$ 240.45		\$ 46.00	\$ 439.77	
MGT52	Business Group Directors	\$ 169.79	\$ 266.28		\$ 50.94	\$ 487.01	
MGT53	Director of Operations	\$ 169.79	\$ 266.28		\$ 50.94	\$ 487.01	
MGT62	Area Business Group Director	\$ 125.40	\$ 196.66		\$ 37.62	\$ 359.68	
MGT64	Regional Bus Group Director	\$ 144.53	\$ 226.67		\$ 43.36	\$ 414.56	
MGT66	National Bus Group Director	\$ 136.78	\$ 214.51		\$ 41.03	\$ 392.32	
MGT70	Director of International	\$ 151.12	\$ 237.00		\$ 45.34	\$ 433.46	
MKT01	Marketing Coordinator	\$ 59.60	\$ 93.47		\$ 17.88	\$ 170.95	
MKT02	Marketing Coordinator Sr	\$ 58.41	\$ 91.60		\$ 17.52	\$ 167.53	
MKT03	Pursuit Manager	\$ 92.74	\$ 145.44		\$ 27.82	\$ 266.00	
MKT04	Senior Pursuit Manager	\$ 118.11	\$ 185.23		\$ 35.43	\$ 338.77	
MKT05	Sector Pursuits Coordinator	\$ 45.83	\$ 71.88		\$ 13.75	\$ 131.46	
MKT10	Marketing Services Manager	\$ 81.59	\$ 127.96		\$ 24.48	\$ 234.03	
MKT20	Marketing Manager Asst	\$ 72.63	\$ 113.91		\$ 21.79	\$ 208.33	
MKT21	Marketing Manager	\$ 107.80	\$ 169.06		\$ 32.34	\$ 309.20	
MKT22	Senior Marketing Manager	\$ 107.32	\$ 168.31		\$ 32.20	\$ 307.83	
MKT23	Area Marketing Manager	\$ 128.91	\$ 202.17		\$ 38.67	\$ 369.75	
MKT30	Mktg ManagerMktg PrincipalSr	\$ 141.10	\$ 221.29		\$ 42.33	\$ 404.72	
PJM01	Project Controller	\$ 69.32	\$ 108.71		\$ 20.80	\$ 198.83	
PJM10	Project Manager Architect Asst	\$ 61.70	\$ 96.76		\$ 18.51	\$ 176.97	
PJM11	Project Manager Architect	\$ 56.09	\$ 87.97		\$ 16.83	\$ 160.89	
PJM12	Project Manager Engineer Asst	\$ 74.54	\$ 116.90		\$ 22.36	\$ 213.80	
PJM13	Project Manager Engineer	\$ 72.81	\$ 114.19		\$ 21.84	\$ 208.84	
PJM14	Project Manager General Asst	\$ 99.05	\$ 155.34		\$ 29.72	\$ 284.11	
PJM15	Project Manager General	\$ 86.90	\$ 136.29		\$ 26.07	\$ 249.26	
PJM20	Project Manager Architect Sr	\$ 87.87	\$ 137.81		\$ 26.36	\$ 252.04	
PJM21	Project Manager Engineer Sr	\$ 96.99	\$ 152.11		\$ 29.10	\$ 278.20	
PJM22	Project Manager General Sr	\$ 122.07	\$ 191.44		\$ 36.62	\$ 350.13	
PJM30	Project Principal Architect	\$ 119.79	\$ 187.87		\$ 35.94	\$ 343.60	
PJM32	Project Principal Engineer	\$ 129.54	\$ 203.16		\$ 38.86	\$ 371.56	
PJM33	Project Principal General	\$ 146.30	\$ 229.44		\$ 43.89	\$ 419.63	
PLE01	Environmental Planner 1	\$ 39.18	\$ 61.45		\$ 11.75	\$ 112.38	
PLE02	Environmental Planner 2	\$ 68.47	\$ 107.38		\$ 20.54	\$ 196.39	
PLE03	Environmental Planner 3	\$ 70.49	\$ 110.55		\$ 21.15	\$ 202.19	
PLN01	Planner 1	\$ 43.98	\$ 68.97		\$ 13.19	\$ 126.14	
PLN02	Planner 2	\$ 58.69	\$ 92.04		\$ 17.61	\$ 168.34	
PLN03	Planner 3	\$ 76.41	\$ 119.83		\$ 22.92	\$ 219.16	
PLT01	Transportation Planner 1	\$ 39.68	\$ 62.23		\$ 11.90	\$ 113.81	
PLT02	Transportation Planner 2	\$ 81.51	\$ 127.83		\$ 24.45	\$ 233.79	
PLT03	Transportation Planner 3	\$ 107.47	\$ 168.55		\$ 32.24	\$ 308.26	
PLU02	Land Use Planner 2	\$ 51.61	\$ 80.94		\$ 15.48	\$ 148.03	
PLU03	Land Use Planner 3	\$ 58.97	\$ 92.48		\$ 17.69	\$ 169.14	
PMG02	Program Manager	\$ 137.10	\$ 215.01		\$ 41.13	\$ 393.24	
PMG03	Sr. Program Manager/Client Mgr	\$ 112.37	\$ 176.23		\$ 33.71	\$ 322.31	
PMG10	ROW Specialist	\$ 73.26	\$ 114.89		\$ 21.98	\$ 210.13	
PMG20	Realty Specialist	\$ 54.54	\$ 85.54		\$ 16.36	\$ 156.44	
QCR10	Quality Control Reviewer	\$ 98.44	\$ 154.38		\$ 29.53	\$ 282.35	
QTE10	Technical Editor	\$ 47.61	\$ 74.67		\$ 14.28	\$ 136.56	
RES20	RES Technician 1	\$ 24.81	\$ 38.91		\$ 7.44	\$ 71.16	
RES22	RES Technician 2	\$ 36.25	\$ 56.85		\$ 10.88	\$ 103.98	
RES25	RES Technician 3	\$ 43.66	\$ 68.47		\$ 13.10	\$ 125.23	
RES40	RES Agent 1	\$ 36.91	\$ 57.89		\$ 11.07	\$ 105.87	
RES42	RES Agent 2	\$ 47.62	\$ 74.68		\$ 14.29	\$ 136.59	
RES45	RES Agent 3	\$ 55.42	\$ 86.92		\$ 16.63	\$ 158.97	
RES62	RES Appraiser 2	\$ 52.51	\$ 82.35		\$ 15.75	\$ 150.61	
RSK30	Risk Management Consultant	\$ 108.90	\$ 170.79		\$ 32.67	\$ 312.36	
SAF10	Safety and Health Specialist 1	\$ 44.30	\$ 69.48		\$ 13.29	\$ 127.07	
SAF20	Safety and Health Specialist 2	\$ 102.13	\$ 160.17		\$ 30.64	\$ 292.94	
SAQ10	Air Quality Specialist 1	\$ 26.62	\$ 41.75		\$ 7.99	\$ 76.36	
SAQ20	Air Quality Specialist 2	\$ 65.82	\$ 103.23		\$ 19.75	\$ 188.80	
SAQ30	Air Quality Specialist 3	\$ 83.88	\$ 131.55		\$ 25.16	\$ 240.59	
SB110	Biologist 1	\$ 39.36	\$ 61.73		\$ 11.81	\$ 112.90	
SB120	Biologist 2	\$ 53.32	\$ 83.62		\$ 16.00	\$ 152.94	
SB130	Biologist 3	\$ 69.81	\$ 109.48		\$ 20.94	\$ 200.23	

**HDR ENGINEERING, INC.**  
**ACTUALS NOT TO EXCEED TABLE**

**City of Marysville - 88th Street NE Corridor Improvement Project - State Avenue to 67th Avenue NE**  
**Labor Categories**

Employee Classification	Overhead		Fixed Fee/Profit		Loaded Labor Rates	
	NTE Hourly	156.8300% X DSC NTE Hourly	30.0% X DSC NTE Hourly	(Direct + OH + FF) NTE Hourly		
SCH10	Scheduler	\$ 82.45	\$ 129.31	\$ 24.74	\$ 236.50	
SCH20	Scheduler Sr	\$ 127.11	\$ 199.35	\$ 38.13	\$ 364.59	
SCU10	CulturalResourceSpecialist 1	\$ 34.22	\$ 53.67	\$ 10.27	\$ 98.16	
SCU20	CulturalResourceSpecialist 2	\$ 50.94	\$ 79.89	\$ 15.28	\$ 146.11	
SCU30	CulturalResourceSpecialist 3	\$ 52.61	\$ 82.51	\$ 15.78	\$ 150.90	
SEA02	Security Analyst 2	\$ 65.73	\$ 103.08	\$ 19.72	\$ 188.53	
SEC20	Ecologist 2	\$ 38.97	\$ 61.12	\$ 11.69	\$ 111.78	
SEC30	Ecologist 3	\$ 58.75	\$ 92.14	\$ 17.63	\$ 168.52	
SEN10	Environmental Scientist 1	\$ 36.80	\$ 57.71	\$ 11.04	\$ 105.55	
SEN20	Environmental Scientist 2	\$ 54.36	\$ 85.25	\$ 16.31	\$ 155.92	
SEN30	Environmental Scientist 3	\$ 73.08	\$ 114.61	\$ 21.92	\$ 209.61	
SGA10	GIS Analyst	\$ 42.60	\$ 66.81	\$ 12.78	\$ 122.19	
SGA30	Senior GIS Analyst	\$ 49.34	\$ 77.38	\$ 14.80	\$ 141.52	
SGE10	Geologist 1	\$ 39.03	\$ 61.21	\$ 11.71	\$ 111.95	
SGE20	Geologist 2	\$ 54.30	\$ 85.16	\$ 16.29	\$ 155.75	
SGE30	Geologist 3	\$ 69.53	\$ 109.04	\$ 20.86	\$ 199.43	
SGM01	GIS Manager	\$ 54.11	\$ 84.86	\$ 16.23	\$ 155.20	
SGM02	Senior GIS Manager	\$ 67.90	\$ 106.49	\$ 20.37	\$ 194.76	
SGP10	GIS Programmer	\$ 42.39	\$ 66.48	\$ 12.72	\$ 121.59	
SGP30	Senior GIS Programmer	\$ 72.73	\$ 114.06	\$ 21.82	\$ 208.61	
SGS10	GIS Technician	\$ 28.79	\$ 45.15	\$ 8.64	\$ 82.58	
SGS30	Senior GIS Technician	\$ 29.82	\$ 46.77	\$ 8.95	\$ 85.54	
SHW10	Hazardous Waste Specialist 1	\$ 32.68	\$ 51.25	\$ 9.80	\$ 93.73	
SHW20	Hazardous Waste Specialist 2	\$ 65.69	\$ 103.02	\$ 19.71	\$ 188.42	
SHW30	Hazardous Waste Specialist 3	\$ 73.44	\$ 115.18	\$ 22.03	\$ 210.65	
SHY20	Hydrologist 2	\$ 56.44	\$ 88.51	\$ 16.93	\$ 161.88	
SHY30	Hydrologist 3	\$ 83.06	\$ 130.26	\$ 24.92	\$ 238.24	
SNO10	Noise Specialist 1	\$ 35.13	\$ 55.09	\$ 10.54	\$ 100.76	
SNO20	Noise Specialist 2	\$ 51.59	\$ 80.91	\$ 15.48	\$ 147.98	
SNO30	Noise Specialist 3	\$ 56.31	\$ 88.31	\$ 16.89	\$ 161.51	
SPC20	Specification Specialist 2	\$ 90.49	\$ 141.92	\$ 27.15	\$ 259.56	
SUR01	Survey Technician 1	\$ 21.74	\$ 34.09	\$ 6.52	\$ 62.35	
SUR02	Survey Technician 2	\$ 34.81	\$ 54.59	\$ 10.44	\$ 99.84	
SUR03	Survey Technician 3	\$ 47.91	\$ 75.14	\$ 14.37	\$ 137.42	
SUR04	Land Surveyor	\$ 67.89	\$ 106.47	\$ 20.37	\$ 194.73	
SUS20	Sustainable Des Project Mgr	\$ 42.07	\$ 65.98	\$ 12.62	\$ 120.67	
SUS30	Sustainable Design Consultant	\$ 36.62	\$ 57.43	\$ 10.99	\$ 105.04	
SWE30	Wetland Specialist 3	\$ 60.12	\$ 94.29	\$ 18.04	\$ 172.45	
SYS01	Programmer	\$ 44.30	\$ 69.48	\$ 13.29	\$ 127.07	
SYS03	Systems Analyst	\$ 49.43	\$ 77.52	\$ 14.83	\$ 141.78	
SYS04	Systems Analyst Sr	\$ 55.92	\$ 87.70	\$ 16.78	\$ 160.40	
SYS11	Data Base Administrator	\$ 60.91	\$ 95.53	\$ 18.27	\$ 174.71	
SYS21	Systems Administrator	\$ 47.40	\$ 74.34	\$ 14.22	\$ 135.96	
SYS22	Systems Administrator Sr	\$ 63.22	\$ 99.15	\$ 18.97	\$ 181.34	
SYS45	IT Support Specialist	\$ 29.18	\$ 45.76	\$ 8.75	\$ 83.69	
SYS46	Sr. IT Support Specialist	\$ 37.33	\$ 58.54	\$ 11.20	\$ 107.07	
SYS64	Director - IT Bus Srv Mgmt	\$ 110.75	\$ 173.69	\$ 33.23	\$ 317.67	
SYS65	Application Manager	\$ 57.68	\$ 90.46	\$ 17.30	\$ 165.44	
SYS70	Systems Consultant	\$ 80.73	\$ 126.61	\$ 24.22	\$ 231.56	
SYS85	IT Support Manager	\$ 57.60	\$ 90.33	\$ 17.28	\$ 165.21	
SYS86	IT Area Support Manager	\$ 83.82	\$ 131.45	\$ 25.15	\$ 240.42	
TEC01	Technician General 1	\$ 36.67	\$ 57.51	\$ 11.00	\$ 105.18	
TEC02	Technician General 2	\$ 39.17	\$ 61.43	\$ 11.75	\$ 112.35	
TEC03	Technician General 3	\$ 53.61	\$ 84.08	\$ 16.08	\$ 153.77	
TEC04	Technician General 4	\$ 57.59	\$ 90.32	\$ 17.28	\$ 165.19	
VIS10	Visual Coordinator	\$ 34.22	\$ 53.67	\$ 10.27	\$ 98.16	
VIS20	Visual Designer	\$ 45.18	\$ 70.86	\$ 13.55	\$ 129.59	
VIS30	Sr Visual Designer	\$ 46.62	\$ 73.11	\$ 13.99	\$ 133.72	
VIS40	Visual Manager	\$ 55.87	\$ 87.62	\$ 16.76	\$ 160.25	

## Exhibit D-1



**Washington State  
Department of Transportation**

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

June 27, 2017

HDR Engineering, Inc.  
8404 Indian Hills Drive  
Omaha, NE 68114

Subject: Acceptance FYE 2016 ICR – Cognizant Review

Dear Mr. Joe Cox:

We have accepted your firms FYE 2016 Indirect Cost Rate (ICR) of 157.63% of direct labor for contracts in effect prior to June 24, 2014 (rate includes 0.35% Facilities Capital Cost of Money) and 156.83% for contracts awarded on or after June 24, 2014 (rate includes 0.35% Facilities Capital Cost of Money) based on the “Cognizant Review” from The Nebraska Department of Roads (NDOR). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

A handwritten signature in blue ink, appearing to read 'Erik K. Jonson', with the word 'For' written below it.

ERIK K. JONSON  
Manager, Consultant Services Office

EKJ:kms



**Pete Ricketts**  
Governor

## STATE OF NEBRASKA

DEPARTMENT OF ROADS

**Kyle Schneeweis, P.E., Director**

1500 Highway 2 • PO Box 94759 • Lincoln NE 68509-4759  
Phone (402) 471-4567 • FAX (402) 479-4325 • www.roads.nebraska.gov

June 26, 2017

Report No. 2017-116

HDR Engineering, Inc. and Subsidiaries  
8404 Indian Hills Drive  
Omaha, NE 68114

Quint English, Company Controller:

Subject: Review of FYE December 31, 2016 Indirect Cost Rate Audit performed by Ernst & Young, LLP.

We have completed a cognizant review of the independent Certified Public Accountant (CPA) audit and supporting work papers of the Indirect Cost Rates of HDR Engineering, Inc. and Subsidiaries for the year ended December 31, 2016. This review was conducted in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7.

Our review consisted of discussions with HDR officials and a review of Ernst & Young LLP's (E-Y) audit report and audit working papers to ensure that the indirect cost rate was calculated in accordance with Government Auditing Standards, and that the schedule of indirect costs was prepared in accordance with accounting practices prescribed in 48 CFR Part 31 of the Federal Acquisition Regulations. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

A new applicable benchmark compensation cap was established by the Bipartisan Budget Act of 2013 (BBA) that set executive compensation at \$487,000, applicable for contracts awarded on or after June 24, 2014. As a result HDR submitted a dual rate for 2016, one rate for work performed on contracts signed before 6/24/14 and a second rate for work performed on contracts signed on or after 6/24/14. With regards to the balance of the results of the E-Y audit, nothing came to our attention that caused us to believe that the examination and supporting workpapers for the Indirect Cost Rates and the related Accountant's Report we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards.

NDOR, in consultation with HDR, made mutually agreed-upon adjustments to the submitted overhead costs. These adjustments are identified in the enclosed overhead rate schedule.

Accordingly, we recommend acceptance of the following rates:

**Contracts signed before 6/24/14**

Combined Indirect Cost Rate 157.28%

Facilities Capital Cost of Money .3537%

**Contracts signed on or after 6/24/14**

Combined Indirect Cost Rate 156.48%

Facilities Capital Cost of Money .3537%

The accepted overhead rate schedules have been included with this letter.

Tim Baker, CICA  
Audit Supervisor

**HDR ENGINEERING, INC. AND SUBSIDIARIES**  
**STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD**  
**FOR THE YEAR ENDED DECEMBER 31, 2016**

	As Proposed by Consultant: Pre 6/24/14					As Proposed by Consultant: Post 6/24/14				Notes
	Final	Unallowable	Allowable	NDOR Adj	NDOR Allow.	Unallowable	Allowable	NDOR Adj	NDOR Allow.	
<b>DIRECT LABOR</b>	\$ 383,588,118	\$ -	\$ 383,588,118	\$ -	\$ 383,588,118	\$ -	\$ 383,588,118	\$ -	\$ 383,588,118	
<b>FRINGE BENEFITS:</b>										
Vacation	\$ 50,677,779	\$ -	\$ 50,677,779	\$ -	\$ 50,677,779	\$ -	\$ 50,677,779	\$ -	\$ 50,677,779	
Holiday	18,414,583	-	18,414,583	-	18,414,583	-	18,414,583	-	18,414,583	
Sick Leave	350,998	-	350,998	-	350,998	-	350,998	-	350,998	
Payroll Taxes	46,092,240	-	46,092,240	-	46,092,240	-	46,092,240	-	46,092,240	
Group Insurance	49,383,899	-	49,383,899	-	49,383,899	-	49,383,899	-	49,383,899	
Retirement Benefits	28,612,762	11,879	28,624,641	-	28,624,641	-	28,624,641	-	28,624,641	1
Total Fringe Benefits	\$ 193,532,261	\$ 11,879	\$ 193,544,140	\$ -	\$ 193,544,140	\$ -	\$ 193,544,140	\$ -	\$ 193,544,140	
<b>GENERAL OVERHEAD:</b>										
Indirect labor:										
General	\$ 153,726,627	\$ (3,870,995)	\$ 149,855,632	\$ (65,348)	149,790,284	\$ (2,174,160)	\$ 147,616,124	(33,230)	\$ 147,582,894	2, A, D
Marketing	47,999,949	(117,220)	47,882,729	-	47,882,729	-	47,882,729	-	47,882,729	3
Travel and expenses - general	7,762,478	(693,222)	7,069,256	-	7,069,256	-	7,069,256	-	7,069,256	4
Employees' expenses	10,633,780	(2,990,566)	7,643,214	-	7,643,214	-	7,643,214	-	7,643,214	5
Supplies	121,419	-	121,419	-	121,419	-	121,419	-	121,419	
Building rental and expenses -	50,121,621	1,338,372	51,459,993	-	51,459,993	-	51,459,993	-	51,459,993	6
Taxes - general	4,843,356	(116,842)	4,726,514	(400,053)	4,326,461	-	4,326,461	-	4,326,461	7, B
Computer expense	65,854,280	-	65,854,280	-	65,854,280	-	65,854,280	-	65,854,280	
Depreciation and amortization	7,373,121	(1,327,664)	6,045,457	-	6,045,457	-	6,045,457	-	6,045,457	8
Postage	1,038,595	-	1,038,595	-	1,038,595	-	1,038,595	-	1,038,595	
Telephone	3,394,924	1,967	3,396,891	-	3,396,891	-	3,396,891	-	3,396,891	9
Subscriptions	167,360	-	167,360	-	167,360	-	167,360	-	167,360	
Donations	1,939,372	(1,939,372)	-	-	-	-	-	-	-	10
Insurance and self-insurance	12,220,188	(1,295,040)	10,925,148	-	10,925,148	-	10,925,148	-	10,925,148	11
Bad debts	374,030	(374,030)	-	-	-	-	-	-	-	12
Office expenses	2,082,911	-	2,082,911	-	2,082,911	-	2,082,911	-	2,082,911	
Printing	764,325	-	764,325	-	764,325	-	764,325	-	764,325	

**HDR ENGINEERING, INC. AND SUBSIDIARIES**  
**STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD**  
**FOR THE YEAR ENDED DECEMBER 31, 2016**

	As Proposed by Consultant: Pre 6/24/14					As Proposed by Consultant: Post 6/24/14				Notes
	Final	Unallowable	Allowable	NDOR Adj	NDOR Allow.	Unallowable	Allowable	NDOR Adj	NDOR Allow.	
<b>GENERAL OVERHEAD (continued):</b>										
Marketing	4,056,841	(4,254,533)	(197,692)	-	(197,692)	-	(197,692)	-	(197,692)	13
Intercompany overhead	(1,707,059)	-	(1,707,059)	-	(1,707,059)	-	(1,707,059)	-	(1,707,059)	
Administrative costs	11,983,912	(1,996,323)	9,987,589	-	9,987,589	-	9,987,589	-	9,987,589	14
Temporary Help	1,167,220	-	1,167,220	-	1,167,220	-	1,167,220	-	1,167,220	
Goodwill	10,197,719	(10,197,719)	-	-	-	-	-	-	-	8
Interest - net	1,741,580	(1,741,580)	-	-	-	-	-	-	-	15
Autos	1,644,315	(65,232)	1,579,083	-	1,579,083	-	1,579,083	-	1,579,083	16
Professional services	1,746,700	(499,184)	1,247,516	-	1,247,516	-	1,247,516	-	1,247,516	17
Miscellaneous	2,085,742	(624,417)	1,461,325	-	1,461,325	-	1,461,325	-	1,461,325	18
Allocated expenses	55,421,294	(17,593,964)	37,827,330	(176,847)	37,650,483	(847,390)	36,803,093	(12,044)	36,791,049	19, C, D
Total general overhead	<u>\$ 458,756,600</u>	<u>\$ (48,357,564)</u>	<u>\$ 410,399,036</u>	<u>\$ (642,248)</u>	<u>\$ 409,756,788</u>	<u>\$ (3,021,550)</u>	<u>\$ 406,735,238</u>	<u>\$ (45,274)</u>	<u>\$ 406,689,964</u>	
<b>GENERAL OVERHEAD</b>	<u>\$ 652,288,861</u>	<u>\$ (48,345,685)</u>	<u>\$ 603,943,176</u>	<u>\$ (642,248)</u>	<u>\$ 603,300,928</u>	<u>\$ (3,021,550)</u>	<u>\$ 600,279,378</u>	<u>\$ (45,274)</u>	<u>\$ 600,234,104</u>	
<b>GENERAL OVERHEAD RATE</b>			<u>157.45%</u>		<u>157.28%</u>		<u>156.49%</u>		<u>156.48%</u>	
<b>Facilities Capital Cost of Money (FCCM) Rate</b>					<u>0.3537%</u>				<u>0.3537%</u>	

**HDR FAR References:**

- 1 **31.205-6(j)** – Allowable pension cost is limited to the net contribution required to be made for a cost accounting period after taking into account dividends and other credits, where applicable. The amount related to the distribution in excess of expense is added back to the pool.
- 2 **31.201-6(a)** – Labor associated with unallowable activities and a related percentage of fringe benefits is unallowable.  
**31.205-6(e)(2)** – Differential allowances for additional income taxes resulting from domestic assignments are unallowable.  
**31.205-6(p)** – Compensation paid to senior executives in excess of allowable limits is unallowable. Associated fringe benefits were not disallowed for compensation paid to executives in excess of allowable limits because the labor was not associated with unallowable activities but simply exceeding benchmarks.  
**31.205-8** – Contributions and donations are unallowable including labor and a related percentage of fringe benefits.  
**31.205-14** – Costs of entertainment are unallowable.
- 3 **31.205-1(t)(1)** – A portion of public relations and advertising costs is unallowable.
- 4 **31.201-6(a)** – When an unallowable cost is incurred, its directly associated costs are also unallowable.  
**31.205-14** – Costs of entertainment are unallowable.  
**31.205-46** – Meals and lodging costs in excess of federal per diem rates are unallowable.  
**31.205-51** – Costs of alcoholic beverages are unallowable.

**HDR ENGINEERING, INC. AND SUBSIDIARIES**  
**STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD**  
**FOR THE YEAR ENDED DECEMBER 31, 2016**

**HDR FAR References continued:**

- 5 31.205-1(t)(1) – A portion of public relations and advertising costs is unallowable.  
31.205-1(t)(7) – Costs of memberships in civic and community organizations are not allowable.  
31.205-8 – Contributions and donations are unallowable.  
31.205-14 – Costs of entertainment are unallowable.  
31.205-22 – Lobbying and political activities are unallowable.  
31.205-27(a) – Costs of organization or reorganization are unallowable.  
31.205-35 – Certain expenditures in connection with relocation costs are unallowable.  
31.205-51 – Costs of alcoholic beverages are unallowable.
- 6 31.203(g) – Adjustment for over-expensed rent deposits from prior years.
- 7 31.205-41(b)(7) – A portion of state income tax that is deferred, whether an expense or benefit, and not a current tax expense is unallowable.
- 8 31.205-49 – Amortization of acquisition intangibles and goodwill is unallowable.
- 9 31.201-6(a) – When an unallowable cost is incurred, its directly associated costs are also unallowable.  
31.205-1(t)(1) – A portion of public relations and advertising costs is unallowable.
- 10 31.205-8 – Contributions and donations are unallowable.
- 11 31.205-19, 47(t)(6) – Insurance and self-insurance adjustment, partially offset by costs defending patent infringement suits which are unallowable.
- 12 31.205-3 – Bad debts are unallowable.
- 13 31.205-1(t)(1) – A portion of public relations and advertising costs is unallowable.  
31.205-1(t)(7) – Costs of memberships in civic and community organizations are not allowable.  
31.205-8 – Contributions and donations are unallowable.  
31.205-14 – Costs of entertainment are unallowable.  
31.205-22 – Costs of entertainment are unallowable.  
31.205-46 – Meals and lodging costs in excess of federal per diem rates are unallowable.  
31.205-51 – Costs of alcoholic beverages are unallowable.
- 14 31.205-1(f)(1) – A portion of public relations and advertising costs is unallowable.  
31.205-1(f)(7) – Costs of memberships in civic and community organizations are not allowable.  
31.205-8 – Contributions and donations are unallowable.  
31.205-14 – Costs of entertainment are unallowable.  
31.205-22 – Costs of entertainment are unallowable.  
31.205-27 – Expenditures in connection with acquisition costs are unallowable.  
31.205-46 – Meals and lodging costs in excess of federal per diem rates are unallowable.

**HDR ENGINEERING, INC. AND SUBSIDIARIES  
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD  
FOR THE YEAR ENDED DECEMBER 31, 2016**

**HDR FAR References continued:**

- 31.205-51 – Costs of alcoholic beverages are unallowable.
- 15 31.205-20 – Interest and other financial costs are unallowable.
- 16 31.205-6(m)(2) – Portions of the cost of company-furnished automobiles that relate to personal use by employees, including transportation to and from work, are unallowable.
- 17 31.201-4(a) – A cost is allocable directly to a government contract if it is incurred specifically for the contract.
- 31.205-22 – Lobbying and political activities are unallowable.
- 31.205-46 – Meals and lodging costs in excess of federal per diem rates are unallowable.
- 31.205-47(t)(8) – Costs associated with a bid protest are unallowable.
- 18 31.201-4(a) – A cost is allocable directly to a government contract if it is incurred specifically for the contract.
- 31.205-1(t)(l) – A portion of public relations and advertising costs is unallowable.
- 31.205-3 – Bad debts are unallowable.
- 31.205-8 – Contributions and donations are unallowable.
- 31.205-14 – Costs of entertainment are unallowable.
- 31.205-15 – Costs of fines and penalties are unallowable.
- 31.205-46(c)(2) – Portions of costs of leased airplane for business travel are unallowable.
- 31.205-51 – Costs of alcoholic beverages are unallowable.
- 19 Amount represents allocations of expenses from the Company's parent, HDR, Inc. Adjustments for unallowable expenses include:
  - 31.205-6 (i)(1) – Any compensation which is calculated, or valued, based on changes in the price of corporate securities is unallowable.
  - 31.205-20 - Interest and other financials costs are unallowable. The adjustment also includes disallowances for unallowable expenses that are similar in nature to that incurred at the business segment level.

**NDOR FAR References:**

- A 31.201-6(a) - A related percentage of fringe benefits is unallowable for labor associated with unallowable activities: Indirect Labor-General pre 6/24 \$27,551.
- B 31.201-4(b) - Expenses that should have been coded to a direct project were incorrectly coded to and are not allocable to the overhead pool: \$400,053.
- C Amount represents allocations of expenses from the Company's parent, HDR, Inc. NDOR Adjustments for unallowable expenses specifically relate to:
  - 31.201-6(a) - A related percentage of fringe benefits is unallowable for labor associated with unallowable activities: \$376.
  - 31.201-4(b) - Expenses, net of depreciation, that should have been capitalized were incorrectly coded to and are not allocable to the overhead pool: \$150,608.
- D FAR 31.205-6(p) - NDOR confirmed that fringe benefits were included in HDR's calculation of executive compensation and disallowed accordingly. NDOR and HDR agreed to make an additional adjustment related to Medicare taxes. Adjustments were made as follows: Indirect Labor-General pre 6/24 of \$37,797 and post 6/24 of \$33,230; Allocated expenses pre 6/24 of \$25,863 and post 6/24 of \$12,044.



## **Exhibit E**

# **Sub-consultant Cost Computations**

---

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number:

## **Exhibit F**

### **Title VI Assurances**

---

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

## **Exhibit G**

### **Certification Documents**

---

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Marysville
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

### Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of  
HDR Engineering, Inc.

whose address is

929 108th Avenue NE, Suite 1300, Bellevue, WA 98004

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the  
and the Federal Highway Administration, U.S. Department of Transportation in connection with this  
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and  
Federal laws, both criminal and civil.

HDR Engineering, Inc.

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

Agreement Number:

### Exhibit G-1(b) Certification of City of Marysville

I hereby certify that I am the:

Other

of the City of Marysville, and HDR Engineering, Inc.

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Agreement Number:

### Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

HDR Engineering, Inc.

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

Agreement Number:

### Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

HDR Engineering, Inc.

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

Agreement Number:

### Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of 88th Street NE Corridor Improvements \* are accurate, complete, and current

as of \*\*.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: HDR Engineering, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution\*\*\*:

\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:



## **Exhibit H**

### **Liability Insurance Increase**

---

#### **To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

## **Exhibit I**

# **Alleged Consultant Design Error Procedures**

---

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

**Step 5 Forward Documents to Local Programs**

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

## **Exhibit J**

# **Consultant Claim Procedures**

---

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:

# *Index #12*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: May 14, 2018**

<b>AGENDA ITEM:</b>	
Amendments to MMC Sections 22C.010.280, 22C.160.140, 22C.160.170, 22C.180.020, 22C.180.030, 22D.020.040, 22G.060.090, 22G.080.020, 22G.080.030, and 22G.100.040, related to cottage housing, wall and pole/pylon signs, accessory structures, accessory dwelling units, hearing examiner duties, planned residential developments and binding site plans.	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Dave Koenig, CD Director	
<b>DEPARTMENT:</b>	
Community Development	
<b>ATTACHMENTS:</b>	
<ol style="list-style-type: none"> <li>1. PC Minutes 03.13.18</li> <li>2. PC DRAFT Minutes 04.10.18</li> <li>3. Memo outlining PC Recommended Code Amendments</li> <li>4. Adopting Ordinance</li> </ol>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

The Marysville Planning Commission held a duly-advertised public hearing on April 10, 2018 and recommend *approval* of the following code amendments, more clearly summarized in the attached memo, dated May 7, 2018:

- . Cottage Housing development;
- . Allowable wall signage;
- . Pole and pylon sign prohibitions along 160<sup>th</sup> Street NE corridor;
- . Accessory structure setbacks;
- . Administrative allowances for conversion of existing accessory structures into accessory dwelling units;
- . Clarification to exemptions to the requirement to pay park impact fees
- . Hearing Examiner duties;
- . Planned Residential Development applicability and site qualifications; and
- . Binding Site Plan jurisdiction.

<b>RECOMMENDED ACTION:</b>
Affirm the Planning Commission's recommendation adopting amendments to the Marysville Municipal Code Sections 22C.010.280, 22C.160.140, 22C.160.170, 22C.180.020, 22C.180.030, 22D.020.040, 22G.060.090, 22G.080.020, 22G.080.030, and 22G.100.040.

# PLANNING COMMISSION



# MINUTES

**March 13, 2018**

**7:00 p.m.**

**City Hall**

## **CALL TO ORDER**

Chair Leifer called the March 13, 2018 meeting to order at 7:00 p.m.

### Marysville

**Chairman:** Steve Leifer

**Commissioners:** Roger Hoen, Jerry Andes, Kay Smith, Kelly Richards, Brandon Whitaker

**Staff:** Community Development Director Dave Koenig, Planning Manager Chris Holland

**Absent:** Tom Thetford (excused)

## **APPROVAL OF MINUTES**

### January 9, 2018

**Motion** made by Commissioner Smith, seconded by Commissioner Whitaker, to approve the January 9, 2018 Meeting Minutes as amended. **Motion** passed unanimously (6-0).

## **AUDIENCE PARTICIPATION**

None

## **NEW BUSINESS**

- A. Code Amendment – General Code Cleanup
- Cottage Housing



Planning Manager Holland reviewed the definition of cottage housing. The code currently allows 12 cottage units within one development. There was a proposal in the Lakewood area that was proposing multiple clusters of cottage housing within one development. This amendment would allow that to happen on larger parcels.

Commissioner Whitaker asked how the code language compares to other municipalities. Planning Manager Holland thought it was comparable. It would allow another housing type within a subdivision.

- Sign Code

This amendment would allow wall signage to be installed along commercial drive-aisles in addition to primary and secondary frontages.

- Accessory Structures

This would allow an administrative deviation for setbacks for structures subject to certain conditions outlined in the code.

Chair Leifer asked about potential reasons for item 3(h) under Accessory Dwelling Unit Standards. He noted that there are already a lot of details outlined in that section. He expressed concern that this might undermine the other standards and provide ambiguity. Planning Manager Holland commented that it is already covered up above under item 3, so this could actually be removed if desired by the Commission.

Commissioner Hoen asked if there is a method to challenge the decision by the Community Development Director. Planning Manager Holland explained that it could be appealed to the Hearing Examiner.

Chair Leifer asked about the relevance of owner occupancy requirement. Planning Manager Holland commented that code enforcement frequently deals with slumlord situations, which is the reason for this provision.

- Park, Recreation, Open Space, and Trail Impact Fees and Mitigation

The proposed amendment would clarify that parks impact fees would not be required for construction of accessory dwelling units. Currently the code is contradicting.

There were no questions or comments on this item.

- Planned Residential Developments

This would clarify that a multifamily and townhome development within the mixed use zone would qualify to develop under these standards. Additionally, it would correct an incorrect reference in the MMC.

- Binding Site Plan

This amendment would reorganize and clarify that multifamily and townhome developments within the mixed use zone that are proposed to be divided into fee simple lots are required to comply with the Planned Residential Development Standards.

## B. Code Amendment – Small Cell

Planning Manager Holland made a PowerPoint presentation reviewing the proposed small cell technology which would allow for better wireless service in the future as the demand gets greater. Director Koenig reviewed some of the background on this technology and issues related to right-of-way and placement of the small cells.

Commissioner Hoen asked if there was room for this equipment on the utility poles. Planning Manager Holland explained it can be challenging.

Chair Leifer asked if there seems to be an intent by providers to spread these through residential developments. Planning Manager Holland thought they would want to do that eventually, but not right now. There is a concern that they could be impactful to residential zones. Chair Leifer commented that this contradicts the City's desire to require all utilities to be underground. Planning Manager Holland concurred. He commented that fiberglass light poles could be converted to have everything interior to it, and there could be underground vaults beneath the sidewalk to visually conceal the equipment.

Commissioner Richards commented on how unsightly the boxes were. Staff agreed and noted that the technology is still under development and comes in different sizes with different providers. Planning Manager Holland reviewed examples of small cell equipment including creative ways of disguising them.

Commissioner Whitaker asked if small cells communicate only with other like small cells. Planning Manager Holland confirmed that they are all different. Director Koenig explained how AT&T has been hired to come up with a cell phone service which is proprietary for public safety. Planning Manager Holland explained that by adopting regulations Marysville can establish the standards they want to see in the community.

Staff will continue to work on this and will eventually bring back a final copy which will go through a public hearing with the Planning Commission.

### **TRAINING OPPORTUNITY – Short Course on Local Planning**

- A. Lake Stevens, Wednesday, March 28, 2018, 6:15 p.m. – 9:15 p.m.
- B. Tulalip, Thursday, May 10, 2018, 6:15 p.m. – 9:15 p.m.

### **ARLINGTON MARYSVILLE MIC (MANUFACTURING INDUSTRIAL CENTER) KICKOFF MEETING**

- A. Wednesday, April 4, 2018 5:00 p.m. – 7:00 p.m.

Director Koenig invited the Planning Commission to participate in this MIC planning process.

Chair Leifer indicated that the Tulalip Planning Commission might also be interested in participating in this. Director Koenig thought that this was a good idea and indicated he would be in touch with them.

### **CITY COUNCIL AGENDA ITEMS AND MINUTES**

Planning Manager Holland explained that the Council had approved all the items forwarded to them by the Planning Commission.

### **ADJOURNMENT**

**Motion** made by Commissioner Richards, seconded by Commissioner Smith, to adjourn the meeting at 8:21 p.m. **Motion** passed unanimously (6-0).

### **NEXT MEETING:**

TBD

  
 \_\_\_\_\_  
 Angela Gemmer, Senior Planner for  
 Laurie Hugdahl, Recording Secretary

*DRAFT*PLANNING  
COMMISSIONMINUTES

April 10, 2018

7:00 p.m.

City Hall

**CALL TO ORDER**

Chair Leifer called the April 10, 2018 meeting to order at 7:00 p.m.

Marysville

**Chairman:** Steve Leifer

**Commissioners:** Roger Hoen, Jerry Andes, Kay Smith, Kelly Richards, Tom Thetford, Brandon Whitaker

**Staff:** Community Development Director Dave Koenig, Senior Planner Angela Gemmer

**Absent:** None

**APPROVAL OF MINUTES**March 13, 2018

Commission Andes referred to page 3, the second paragraph from the bottom, and noted that *Maryville* should be corrected to *Marysville*.

**Motion** made by Commissioner Smith, seconded by Commissioner Richards, to approve the March 13, 2018 Meeting Minutes as amended. **Motion** passed unanimously (7-0).

**AUDIENCE PARTICIPATION**

None

**PUBLIC HEARING – Code Amendments**

The public hearing was opened at 7:02 p.m.

Senior Planner Gemmer reviewed the proposed code amendments.

- A. Cottage Housing – This would allow for multiple clusters of 12 cottages in a development. This would also provide for some organizational changes.
- B. Sign Code – This would allow for wall signs to be oriented to drive aisles. It would also restrict freestanding signs other than monument signs along 160<sup>th</sup> Street. This road is not constructed yet.
- C. Accessory Structures – This would allow for an administrative deviation on a case-by-case basis. Structures that were legally permitted can be converted to an accessory dwelling unit.
- D. Park, Recreation, Open Space and Trail Impact Fees and Mitigation – This would create consistency and clarify that accessory dwelling units are exempt from park impact fees.
- E. Hearing Examiner Duties – This would clarify that the hearing examiner would not review rezones associated with the Comprehensive Plan designation. That duty would go to the Planning Commission.
- F. Planned Residential Developments – This would indicate that multifamily and townhome developments with the Mixed Use zone would be subject to design and dimensional standards outlined in the Planned Residential Development code.
- G. Binding Site Plan Code – This would clarify that a subdivision of multifamily or townhome development would use the Binding Site Plan process. The amendment would clarify the process and reorganize the section for clarity.

Commissioner Whitaker asked if Planned Residential Developments would go through this process also. Senior Planner Gemmer indicated they would.

**Motion** made by Commissioner Richards, seconded by Commissioner Smith, to pass this on to Council with a recommendation for approval. **Motion** passed unanimously (7-0).

Public comments were solicited. There were none.

The public hearing was closed at 7:11 p.m.

## **CITY COUNCIL AGENDA ITEMS AND MINUTES**

Director Koenig reported that the City Council did a workshop on the small cell ordinance. They are still working on that. Staff also has a meeting scheduled with Snohomish County PUD to discuss some issues.

The City is reigniting the State Avenue plan that was started. Staff intends to bring this to a meeting in May.

He reported that the Arlington-Marysville MIC workshop had a good turnout. He explained that the Planning Commission will be involved with this in the future.

Chair Leifer asked if the list of comments from that workshop had been compiled yet. Director Koenig said he hadn't seen anything from the consultant yet, but staff will provide that to the Planning Commission when provided.

Commissioner Hoen commented that it appeared most of the people in attendance at that meeting were residents instead of developers. Director Koenig commented that there is an advisory committee which includes business owners in the area. The City sent out notices to all the existing businesses in that area. Commissioner Hoen commented that realtors might also be interested in this. Director Koenig commented that the City has a list of people who are interested in Planning Commission items. That list was also notified. He reviewed the notification process that was conducted.

Commissioner Richards asked about the timeframe. Director Koenig stated that they hope to have the plan done this year so they can submit an application to the Puget Sound Regional Council to get the area recognized as an MIC. The Puget Sound Regional Council is in the process of updating the Vision 2040 plan to the Vision 2050 Plan. The city wants to be included as an MIC on that map. This would also create more funding opportunities.

Commissioner Richards asked if the railroad spur up north is part of any industrial plans in that area. Director Koenig commented that it is usable. Burlington Northern Santa Fe has been here looking at what the opportunities are in the Marysville-Arlington area for their new business model. He explained there are some spurs that serve some properties up in that area. Director Koenig discussed some of the potential users in that area.

Chair Leifer asked how the allocation of funds for the MIC would happen since both Marysville and Arlington are involved. Director Koenig commented that it would make more sense to think of it on a project by project basis. They will take a look at the needs for each project as it occurs.

Chair Leifer asked if there are design standards that need to be put together for the area. He suggested that the two cities need to have consistency in their requirements. Director Koenig concurred. He noted that Arlington has a design review board. Director Koenig spoke to the importance of having a good set of design standards that are understandable. He discussed his experience volunteering on the City of Edmonds' Design Review Committee and the difficulties caused by not having clear standards. Chair Leifer expressed concern about having different processes.

Commissioner Richards commented he had visited Bismarck, North Dakota where they have a no-train noise policy in town. He asked if this is something that could be looked

*DRAFT*

at for Marysville. Director Koenig commented that it has been looked at, but the cost is extremely high.

Commissioner Andes brought up a type of horn called a wayside horn which is less noisy and directs the horn at traffic instead of down the track. There was discussion about noise from trains and potential ways to address this.

## **ADJOURNMENT**

**Motion** made by Commissioner Richards, seconded by Commissioner Andes, to adjourn the meeting at 7:55 p.m. **Motion** passed unanimously.

## **NEXT MEETING:**

---

Laurie Hugdahl, Recording Secretary



COMMUNITY DEVELOPMENT DEPARTMENT  
 80 Columbia Avenue ♦ Marysville, WA 98270  
 (360) 363-8100 ♦ (360) 651-5099 FAX

## MEMORANDUM

**DATE:** May 7, 2018  
**TO:** City Council  
**FROM:** Chris Holland, Planning Manager  
**RE:** 2018 General Code Cleanup – *PC Recommendation*  
**CC:** Dave Koenig, CD Director  
 Cheryl Dungan, Senior Planner  
 Angela Gemmer, Senior Planner  
 Amy Hess, Associate Planner

The Marysville Planning Commission held a duly-advertised public hearing on April 10, 2018 and recommended approval of the following general code cleanup amendments related to:

- . Cottage Housing development;
- . Allowable wall signage;
- . Pole and pylon sign prohibitions along 160<sup>th</sup> Street NE corridor;
- . Accessory structure setbacks;
- . Administrative allowances for conversion of existing accessory structures into accessory dwelling units;
- . Clarifications to exemptions to the requirement to pay park impact fees
- . Hearing Examiner duties;
- . Planned Residential Development applicability and site qualifications; and
- . Binding Site Plan jurisdiction.

## COTTAGE HOUSING

The DRAFT Amendment contains general re-organization of the applicability section, would allow cottage housing to be permitted in the multi-family and mixed use zones and allow multiple 12-unit (max) groupings of cottage housing within a single development.

### 22C.010.280 Cottage housing developments.

- (1) Purpose. The purpose of this section is to:
- (a) Provide a housing type that responds to changing household sizes and ages (e.g., retirees, small families, single-person households);
  - (b) Provide opportunities for ownership of small, detached units within a single-family neighborhood;
  - (c) Encourage creation of more usable space for residents of the development through flexibility in density and lot standards;



- (d) Support the growth management goal of more efficient use of urban residential land; and
- (e) Provide guidelines to ensure compatibility with surrounding uses.
- (2) Applicability. Cottage housing developments are allowed ~~in the following areas, as follows:~~
- (a) Within residentially zoned properties in Downtown Planning Area 1;
- (b) Within single-family zones where properties are encumbered by at least 35 percent critical areas and associated buffers; ~~and~~
- (c) On single-family zoned parcels adjacent, ~~including across the street in some cases,~~ to multifamily, commercial and industrial zoned parcels, as a transition to multifamily, commercial and industrial uses, including across the street on a case-by-case basis, approved by the director; and
- (d) Within multi-family and mixed-use zoned properties.
- (3) Accessory dwelling units shall not be permitted in cottage housing developments.
- (4) Density and Minimum Lot Area.
- (a) Cottage housing developments shall contain a minimum of four cottages ~~arranged on at least two sides of a common open space or configuration as otherwise approved by the director, with a maximum of 12 cottages per development grouping. A development may contain multiple groupings.~~
- (b) Groups of cottage housing shall be arranged on at least two sides of a common open space, or a configuration as otherwise approved by the director.
- (~~bc~~) On a lot to be used for a cottage housing development, existing detached single-family residential structures, which may be nonconforming with respect to the standards of this section, shall be permitted to remain, but the extent of the nonconformity may not be increased. Such nonconforming dwelling units shall be included in the maximum permitted cottage density.
- (~~ed~~) Cottage housing developments shall be allowed a density not to exceed two times the base density allowed in the underlying zone.
- (5) Height Limit and Roof Pitch.
- (a) The height limit permitted for structures in cottage housing developments shall be 18 feet.
- (b) The ridge of pitched roofs with a minimum slope of six to 12 (6:12) may extend up to 28 feet. The ridge of pitched roofs with a minimum slope of four to 12 (4:12) may extend up to 23 feet. All parts of the roof above 18 feet shall be pitched.
- (6) Lot Coverage and Floor Area.
- (a) The maximum lot coverage permitted for buildings in cottage housing developments shall not exceed 40 percent and the maximum total lot coverage shall not exceed 60 percent.
- (b) The maximum main floor area is 800 square feet.
- (c) The total floor area of each cottage shall not exceed either one and one-half times the area of the main level or 1,200 square feet, whichever is less. Enclosed space in a cottage located either above the main level and more than 12 feet above finished grade, or below the main level, shall be limited to no more than 50 percent of the enclosed space of the main level, or 400 square feet, whichever is less. This restriction applies regardless of whether a floor is proposed in the enclosed space, but shall not apply to attic or crawl spaces (less than six feet in height).
- (d) Attached garages shall be included in the calculation of total floor area.
- (e) Areas that do not count as total floor area are:
- (i) Unheated storage space located under the main floor of the cottage.
- (ii) Attached roofed porches.
- (iii) Detached garages or carports.
- (iv) Spaces with the ceiling height of six feet or less measured to the exterior walls, such as a second floor area under the slope of a roof.
- (f) The total square foot area of a cottage dwelling unit may not be increased. A note shall be placed on the title to the property for the purpose of notifying future property owners that any increase in the total square footage of a cottage is prohibited for the life of the cottage or duration of city cottage regulations.

- (7) Yards.
- (a) Front Yards. The front yard for cottage housing developments shall be 10 feet.
  - (b) Rear Yards. The minimum rear yard for a cottage housing development shall be 10 feet. If abutting an alley the rear yard setback may be reduced to five feet.
  - (c) Side Yards. The minimum required side yard for a cottage housing development shall be five feet. When there is a principal entrance along a side facade, the side yard shall be no less than 10 feet along that side for the length of the pedestrian route. This 10-foot side yard shall apply only to a height of eight feet above the access route.
  - (d) Interior Separation for Cottage Housing Developments. There shall be a minimum separation of six feet between principal structures. When there is a principal entrance on an interior facade of either or both of the facing facades, the minimum separation shall be 10 feet.
- (8) Required Open Space.
- (a) Quantity of Open Space. A minimum of 400 square feet per unit of landscaped open space is required. This quantity shall be allotted as follows:
    - (i) A minimum of 200 square feet per unit shall be private usable open space (setbacks and common open space shall not be counted as private open space); and
    - (ii) A minimum of 150 square feet per dwelling unit shall be provided as common open space. (Setbacks and private open space shall not be counted as common open space.)
  - (b) Critical areas and buffers shall not be counted as open space.
  - (c) Each house shall abut its private open space. A fence or hedge not to exceed three feet may separate private open space from common open space.
- (9) Development Standards. Cottages shall be oriented around and have their main entry from the common open space.
- (a) Private usable open space shall be provided in one contiguous area with a minimum area of 200 square feet. No horizontal dimension of the open space shall be less than 10 feet and shall be oriented toward the common open space, as much as possible.
  - (b) Required common open space shall be provided at ground level in one contiguous parcel. Each cottage shall abut the common open space, and the common open space shall have cottages abutting at least two sides.
  - (c) The minimum horizontal dimension for common open space shall be 10 feet.
  - (d) Each cottage unit shall have a covered porch or entry of at least 60 square feet with a minimum dimension of six feet on any side.
  - (e) Secondary entrances facing a street or sidewalk shall have a five-foot by five-foot porch.
  - (f) Separation of Identical Building Elevations. Units of identical elevation types must be separated by at least two different elevations. This will result in at least three different elevation plans per cluster. No two adjacent structures shall be built with the same building size or orientation (reverse elevations do not count as different building elevations), facade, materials, or colors.
  - (g) Variety in Building Design. A variety of building elements and treatments of cottages and accessory structures must be incorporated. Structures must include articulation, change in materials or texture, windows, or other architectural feature as shown in the city's design standards. No blank walls are allowed.
  - (h) Five-foot-wide pedestrian pathways (sidewalks) must be included to provide for movement of residents and guests from parking areas to homes and other amenities.
- (10) Parking shall be:
- (a) Located on the cottage housing development property.
  - (b) Located in clusters of not more than five adjoining spaces.
  - (c) Screened from public streets and adjacent residential uses by landscaping or architectural screening.
  - (d) Parking is allowed between or adjacent to structures only when it is located toward the rear of the principal structure and is served by an alley or private driveway.
  - (e) Off-street parking requirements are as follows:
    - (i) Units under 700 square feet: one space per unit;

unit; and

(ii) Units between 700 and 1,000 square feet: one and one-half spaces per

(iii) Units over 1,000 square feet: two spaces per unit.

(f) At least one parking stall per dwelling will be enclosed or covered.

(fg) Access to parking shall be from the alley when property abuts a platted alley improved to the city's engineering design and development standards or when the director determines that alley access is feasible and desirable to mitigate parking access impacts.

(gh) Not located in the front yard.

(11) Covered parking areas should be located so their visual presence is minimized, and associated noise or other impacts do not intrude into public spaces. These areas should also maintain the single-family character along public streets.

(a) For shared detached garages, the design of the structure must be similar and compatible to that of the dwelling units within the development.

(b) Shared detached garage structures shall be reserved for the parking of vehicles owned by the residents of the development. Storage of items which precludes the use of the parking spaces for vehicles is prohibited.

(c) The design of carports must include rooflines similar and compatible to those of the dwelling units within the development.

(12) Screening Requirements.

(a) Boundaries between cottage dwellings and neighboring properties shall be screened with landscaping to reduce the appearance of bulk or intrusion onto adjacent properties, or otherwise treated (i.e., through setbacks or architectural techniques) to meet the intent of this section.

(b) Common waste and other storage receptacles shall not be placed in the front yard setback area.

(c) Common waste and other storage receptacles shall be architecturally screened and/or screened with landscaping so as to mask their appearance to residents, adjacent property owners, and the public rights-of-way.

(13) Requests for Modifications to Standards. The community development director may approve minor modifications to the general parameters and design standards set forth in this chapter, provided the following criteria are met:

(a) The site is constrained due to unusual shape, topography, easements or sensitive areas.

(b) The modification is consistent with the objectives of this chapter.

(c) The modification will not result in a development that is less compatible with neighboring land uses.

## **SIGN CODE**

The DRAFT amendment would allow wall signage to be installed along commercial drive-aisles, which currently is not permitted and also prohibit freestanding pylon signs along the 160<sup>th</sup> Street NE corridor. This is to ensure view corridors of the foothills and Cascade Mountains are preserved.

### **22C.160.140 Measurement standards.**

(1) Determining Sign Area and Dimensions.

(a) For a wall sign which is framed, outlined, painted or otherwise prepared and intended solely to provide a background for a sign display, the area and dimensions shall include the entire portion within such background or frame.

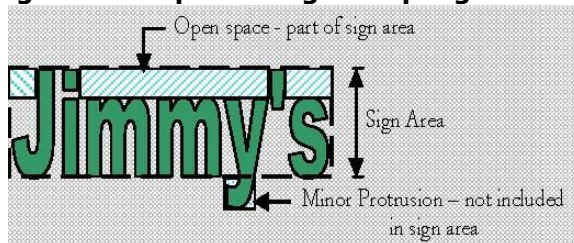
(b) For a wall sign comprised of individual letters, figures or elements on a wall or similar surface of the building or structure, the area and dimensions of the sign shall encompass a regular geometric shape (rectangle, circle, trapezoid, triangle, etc.), or a combination of regular geometric shapes, which form, or approximate, the perimeter of all elements in the display, the frame, and any applied background that is not a part of the architecture of the building. When separate elements are organized to form a single sign, but are separated by open

space, the sign area and dimensions shall be calculated by determining the geometric form, or combination of forms, which comprises all of the display areas, including the space between different elements. Minor appendages to a particular regular shape, as determined by the community development director, shall not be included in the total area of a sign.

**Figure 1: Wall Sign Area – Examples of Area Calculations**



**Measuring the examples using multiple geometric shapes**



**This illustrates the areas to be included within the calculation of a sign area.**

- (c) For a freestanding sign, the sign area shall include the frame, if any, but shall not include:
  - (i) A pole or other structural support unless such pole or structural support is internally illuminated or otherwise designed so as to constitute a display device, or a part of a display device.
  - (ii) Architectural features that are either part of the building or part of a freestanding structure, and not an integral part of the sign, such as landscaping and building or structural forms complementing the site in general.

**Figure 2: Freestanding Sign Area – Examples of Area Calculations**

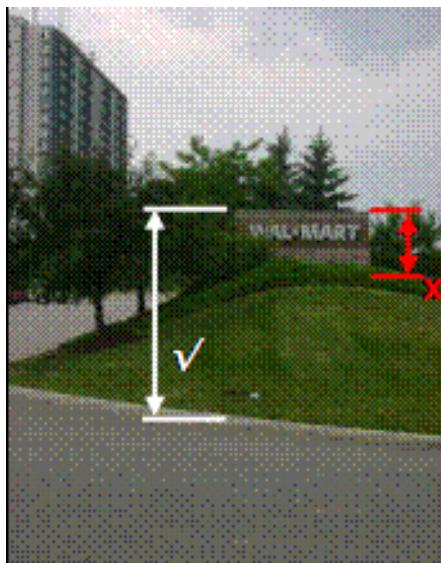


**The dashed line indicates the sign area**

- (d) When two identical sign faces are placed back to back so that both faces cannot be viewed from any point at the same time and are part of the same sign structure, the sign area shall be computed as the measurement of one of the two faces.
  - (2) Determining Sign Height.

(a) The height of a freestanding sign shall be measured from the base of the sign or supportive structure at its point of attachment to the ground to the highest point of the sign. A freestanding sign on a manmade base, including a graded earth mound, shall be measured from the grade of the nearest pavement or top of any pavement curb.

(b) Clearance for freestanding and projecting signs shall be measured as the smallest vertical distance between finished grade and the lowest point of the sign, including any framework or other embellishments.



**The height of a sign is measured from the grade of the street level where the sign is viewed; not from the top of the mound**

(3) Determining Building Frontages and Frontage Lengths.

(a) Building Unit. The building unit is equivalent to the tenant space. The primary frontage of the tenant space on the first floor shall be the basis for determining the permissible sign area for wall signs.

(b) Primary and Secondary Frontage.

(i) Primary Frontage. Primary frontage shall be considered the portion of any frontage containing the primary public entrance(s) to the building or building units.

(ii) Secondary Frontage. Secondary frontage shall include those frontages containing secondary public entrances to the building or building units and all building walls facing a public street, ~~or~~ primary parking area, or drive-aisle that are not designated as the primary building frontage by subsection (3)(b)(i) of this section.

(4) Building Frontage.

(a) The primary or secondary frontage shall be all walls parallel, or nearly parallel, to such frontage, excluding any such wall determined by the community development director to be clearly unrelated to the frontage criteria.

(b) The frontage for a building unit shall be measured from the centerline of the party walls defining the building unit.

(5) Determining Street Frontage.

(a) Street frontage shall be determined by measuring the lineal feet of property abutting the public street from which a property obtains primary access.

(b) For developments located along more than one public street, the street frontage shall be determined by measuring the lineal feet of property abutting all public streets.

(c) Alley frontage shall not be included in determining street frontage.

(d) Properties abutting Interstate 5, and not abutting a public street, shall have the street frontage determined by measuring the lineal feet of property abutting Interstate 5.

### **22C.160.170 Development standards – Freestanding signs.**

(1) The basic allowance for freestanding signs shall be limited to one square foot of sign area for each lineal foot of street frontage not to exceed 200 square feet of sign area per street frontage and 75 square feet per sign face.



(2) The maximum height of freestanding signs is outlined in Table 1; provided, that monument signs shall not exceed 12 feet in height. Additionally, when the regulations of a subarea, master plan or special overlay district conflict, unless specifically indicated otherwise, the regulations of the subarea, master plan or special overlay district shall supersede the height requirements outlined in Table 1.

**Table 1: Freestanding Signs – Maximum Height**

Zoning District									
NB	CB	GC	DC	MU	BP	LI	GI	REC	P/I
4 feet	25 feet	25 feet	15 feet	12 feet	25 feet	25 feet	25 feet	4 feet	15 feet

(3) No portion of a freestanding sign shall be in, or project over, a public right-of-way, and the minimum setback shall be five feet, subject to sight distance review at intersections and driveways.

(4) Single-occupancy complexes are allowed one freestanding sign per street frontage.

(5) Multi-occupancy complexes are allowed one freestanding sign per access driveway for the complex. However, multi-occupancy complexes with only one access driveway shall be allowed one additional freestanding sign, as long as the freestanding sign advertises a different business or businesses located on-site and can be spaced at least 150 feet apart.

(6) All pole, or pylon, sign supports shall be enclosed or concealed in accordance with the design criteria outlined in subsection (10) of this section.



- (7) Pole, or pylon, signs are prohibited in the NB, MU and REC zones.
- (8) Pole, or pylon, signs are prohibited in the commercial and industrial zones located along the 88th Street NE, 116th Street NE, ~~and~~ 156th/152nd Street NE and 160<sup>th</sup> Street NE corridors.
- (9) Pole, or pylon, signs are prohibited on CB zoned properties located adjacent to 64th Street NE (SR 528) and 84th Street NE from approximately 83rd Avenue NE to SR 9.
- (10) The base of a freestanding sign and all pole or pylon sign supports shall be constructed of landscape materials, such as brick, stucco, stonework, textured wood, tile, textured concrete, or other quality materials as approved by the director, and shall be harmonious with the character of the primary structure. This limitation does not apply to structural elements that are an integral part of the overall design such as decorative metal or wood.
- (11) The color, shape, material, lettering and other architectural details of freestanding signs shall be harmonious with the character of the primary structure.
- (12) No angle irons, guy wires or braces shall be visible except those that are an integral part of the overall design.
- (13) One square foot of landscaping is required per one square foot of sign face. Landscaping shall include a decorative combination of ground cover and shrubs to provide seasonal interest in the area surrounding the sign. Landscaping shall be well maintained at all times of the year. The community development director may reduce the landscaping requirement where the signage incorporates stone, brick, or other decorative materials.

## ACCESSORY STRUCTURES

The DRAFT amendment would allow an administrative deviation to the required setbacks of an existing detached accessory structure to convert to an accessory dwelling unit.

### **22C.180.020 Accessory structure standards.**

In the zones in which a residential accessory structure is listed as a permitted use, the community development director or designee shall review all proposals to construct an accessory structure. The following standards and regulations shall apply to all proposed accessory structures; provided, that accessory dwelling units shall only be allowed in zones where they are a permitted use and shall also comply with the standards set forth in MMC [22C.180.030](#):

- (1) Accessory structures on properties less than one acre in size shall comply with the following density and dimensional requirements:
- (a) The footprint of all detached accessory structures shall not exceed the lesser of:
    - (i) Fifteen percent of the total lot area in the R-4.5, R-6.5, R-8 and WR-R-4-8 zones, or 20 percent of the total lot area in the R-12 through R-28 and WR-R-6-18 zones; or
    - (ii) Eighty percent of the footprint of the primary residential structure.
  - (b) The height of all detached accessory structures shall not exceed 20 feet, except that detached accessory structures containing an accessory dwelling unit shall not exceed the base height for the zone.
  - (c) The community development director may allow minor deviations to these dimensional requirements in order to accommodate industry standards for building dimensions.
- (2) A detached garage, carport or other permitted accessory building may be located in the rear yard; provided, that:
- (a) Not more than 50 percent of the required rear setback area is covered; and
  - (b) Accessory structure(s) located within rear setback areas shall have a minimum interior side setback of five feet, or 10 feet on the flanking street of a corner lot, and a minimum rear setback of five feet; and
  - (c) Vehicle access points from garages, carports, fenced parking areas or other accessory structure(s), the entrance of which faces the rear lot line, shall not be located within 10 feet from the rear lot line, except where the accessory structure's entrance faces an alley with a right-of-way width of 10 feet, in which case the accessory structure(s) shall not be located within 20 feet from the rear lot line; and
  - (d) In Planning Area 1 "Downtown Neighborhood," the rear setbacks outlined in subsections (2)(b) and (c) of this section may be reduced to two feet from the rear lot line; provided, that the alley right-of-way is a minimum of 20 feet in width. Where the alley right-of-way is less than 20 feet in width, the property owner shall be required to dedicate to the city sufficient property to widen the abutting alley to the full width as measured from the design centerline, so as to conform to the applicable road standards specified by the city engineer. Upon dedication of the necessary right-of-way, the rear setback may be reduced to two feet from the rear lot line. Where an existing, nonconforming structure is internally remodeled to include an accessory dwelling unit, but the footprint of the structure is not increased, the structure can be allowed to remain at a zero setback; provided, that the right-of-way is 20 feet in width; and
  - (e) Detached accessory buildings exceeding one story shall provide the minimum required yard setbacks for principal buildings in the zone; and
  - (f) An accessory structure, which is located in the rear setback area, may be attached to the principal structure; provided, that no portion of the principal building is located within the required yard setbacks for principal structures in the zone.
- (3) A detached garage, carport or other permitted accessory structure may be located in the front or side yard only if the applicant demonstrates to the satisfaction of the community development director that the following conditions can be met:
- (a) Accessory structures that are located in the front or side yard, or on the flanking street side of a corner lot, shall be consistent with the architectural character of the residential neighborhood in which they are proposed to be located, and shall be subject to, but not limited to, the following development standards:
    - (i) The accessory structure shall be consistent with the architectural character of the principal structure; and
    - (ii) The accessory structure shall have a roof pitch similar to the principal structure and have siding and roofing materials similar to or compatible with those used on the principal structure. No metal siding or roofing shall be permitted unless it matches the siding and roofing of the principal structure, or unless it is a building material that is of a residential character such as metal tab roofing or other products consistent with standard residential building materials. Plans for the proposed accessory structure(s) indicating siding and roofing materials shall be submitted with the application; and
    - (iii) Detached accessory structures located in the front or side yard shall provide the minimum required [front and side](#) yard setback for principal structures in the zone.



(4) The community development director is specifically authorized to allow an increase in the size of a detached accessory structure over the requirements outlined in subsection (1) of this section; provided, that the accessory structure(s) shall be compatible with the principal structure and/or neighborhood character. To make this determination, the community development director may consider such factors that include, but are not limited to, view obstruction, roof pitch, building materials, screening and landscaping, aesthetic impact on surrounding properties and streetscape, incompatible scale with dwellings on surrounding properties, and impact on neighborhood character. The community development director shall also have the authority to impose greater setback requirements, landscape buffers, or other locational or design requirements as necessary to mitigate the impacts of accessory structures which are greater in size than otherwise allowed by this section.

### **22C.180.030 Accessory dwelling unit standards.**

In the zones in which an accessory dwelling is listed as a permitted use, the community development director shall review all proposals to establish an accessory dwelling unit. The following standards and regulations shall apply to all proposed accessory dwelling units:

(1) An owner-occupant of a single-family dwelling unit may establish only one accessory unit, which may be attached to the single-family dwelling or detached in an accessory building. An accessory dwelling unit may not be located on a lot on which a temporary dwelling, as defined in Chapter [22C.110](#) MMC, is located.

(2) The single-family dwelling unit must be owner-occupied on the date of application and remain owner-occupied for as long as the accessory unit exists. A covenant shall be required which is signed by the owner and recorded against the property as part of the application process.

(3) The floor area of the accessory dwelling unit shall not exceed 35 percent of the total floor area of the ~~original~~ single-family dwelling, and shall comply with the density and dimensional requirements set forth in MMC [22C.010.080](#). The community development director is authorized to conditionally allow a deviation of the setbacks set forth in MMC [22C.010.080](#) of an existing detached accessory structure to be converted to an accessory dwelling unit, subject to the following conditions:

(a) The application shall be subject to the public notice criteria, outlined in MMC [22G.010.090](#) and is subject to a \$250.00 permit processing fee in addition to the accessory dwelling unit land use review fee outlined in MMC [22G.030.020](#);

(b) The existing detached accessory structure was constructed prior to the effective date of Ordinance \_\_\_\_\_, adopted on \_\_\_\_\_, 2018;

(c) The applicant shall be required to demonstrate that the existing detached accessory structure was legally permitted and complied with the required structure setbacks in effect at the time the accessory structure was constructed;

(d) If the existing detached accessory structure is determined to be legal non-conforming, conversion to an accessory dwelling unit shall not increase the pre-existing degree of non-conformance;

(e) The accessory dwelling unit shall not result in a lack of compatibility with existing and potential uses in the immediate area;

(f) Adverse impacts of the proposed accessory dwelling unit shall be mitigated by site design elements such as landscaping, fencing and general visual improvement of the property; and

(g) Adequate provisions must be made for public improvements such as sewer, water, drainage, pedestrian and vehicular circulation.

(4) In no case shall the accessory dwelling unit be less than 300 square feet in size, or have more than two bedrooms. Floor areas shall be exclusive of garages, porches, or unfinished basements.

(45) The architectural character of the single-family dwelling shall be preserved. Exterior materials, roof form, and window spacing and proportions shall match that of the existing single-family dwelling. Only one main entrance shall be permitted on the front (street face) of the dwelling; provided, that this limitation shall not affect the eligibility of a residential structure

which has more than one entrance on the front or street side on the effective date of the ordinance codified in this chapter.

(56) One off-street parking space shall be provided and designated for the accessory ~~apartment dwelling unit~~ (in addition to the two off-street parking spaces required for the primary single-family dwelling unit). Driveways may be counted as one parking space but no parking areas other than driveways shall be created in front yards. When the property abuts an alley, the off-street parking space for the accessory dwelling unit shall gain access from the alley.

(67) An owner-occupant of a single-family dwelling with an accessory ~~apartment dwelling unit~~ shall file, on a form available from the planning department, a declaration of owner occupancy with the planning department prior to issuance of the building permit for the accessory ~~apartment dwelling unit~~ and shall renew the declaration annually. The initial declaration of owner occupancy shall be recorded with the county auditor prior to filing the declaration with the planning department.

(78) The owner-occupant(s) may reside in the single-family dwelling unit or the accessory dwelling unit.

(89) In addition to the conditions which may be imposed by the community development director, all accessory dwelling units shall also be subject to the condition that such a permit will automatically expire whenever:

(a) The accessory dwelling unit is substantially altered and is thus no longer in conformance with the plans approved by both the community development director and the building official; or

(b) The subject lot ceases to maintain at least three off-street parking spaces; or

(c) The owner ceases to reside in either the principal or the accessory dwelling unit; provided, that in the event of illness, death or other unforeseeable event which prevents the owner's continued occupancy of the premises, the community development director may, upon a finding that discontinuance of the accessory dwelling unit would cause a hardship on the owner and/or tenants, grant a temporary suspension of this owner-occupancy requirement for a period of one year. The community development director may grant an extension of such suspension for one additional year, upon a finding of continued hardship.

## **PARKS, RECREATION, OPEN SPACE AND TRAIL IMPACT FEES AND MITIGATION**

The DRAFT amendment would clarify that parks impact fees would not be required for construction of an accessory dwelling unit. Currently the code is contradicting.

### **22D.020.040 Exemptions to the requirement to pay impact fees.**

(1) The following are excluded from the requirement to pay some or all of the required impact fees:

(a) The reconstruction, remodeling, or replacement of existing buildings, structures, mobile homes, or manufactured homes, which does not result, for nonresidential structures, in additional floor space or, for all structures, additional dwellings. A complete application for a building permit to replace or reconstruct an existing structure that was removed or destroyed shall be submitted within three years after the structure was removed or destroyed in order for the exemption to apply.

(b) The construction of structures accessory to a residence is exempt from the requirement to pay all impact fees. ~~Nonresidential accessory structures are not exempt from the requirement to pay impact fees. The construction of any accessory structures which will result in additional dwelling units, including accessory dwelling units, requires the payment of impact fees.~~

(c) Parking garages and building space which is constructed solely to park motor vehicles which are not owned, leased or rented by a business or part of a stock in trade are exempt from the requirement to pay all impact fees. The conversion of parking garages or vehicle parking areas to other uses identified in MMC [22D.020.050](#)(2) requires the payment of impact fees.

(d) Temporary uses and structures authorized by Chapter [22C.110](#) MMC are exempt from the requirement to pay all impact fees.

(e) The property on which the development activity will take place is exempt from the payment of park, recreation, open space or trail facilities impact fees under RCW [82.02.100](#) because the property is part of a development activity which mitigated its impacts on the same system improvements under the State Environmental Policy Act (SEPA).

(f) The development activity shall not be required to pay impact fees for a facility type because:

(i) The impact of the development activity for park, recreation, open space or trail facilities has been mitigated by a voluntary agreement; mitigated State Environmental Policy Act (SEPA) determination; SEPA EIS; permit or approval condition which requires the payment of fees consistent with the fees imposed by this title for park impacts; the dedication of land in lieu of a fee for parks, recreation and trail improvements; or the construction or improvement of parks, recreation, open space or trails in lieu of a fee; and

(ii) The SEPA, permit or approval condition predates the effective date of the ordinance codified in this chapter. If the condition or requirement does not provide that the improvements substitute for impact fees, then the development activity is not exempt. To be exempt from the payment of park facilities impact fees, the voluntary agreement, mitigated SEPA determination, permit or approval condition shall provide for a payment, dedication, or construction of park facility improvements. Where a development activity has not filed a complete building permit application before the effective date of this chapter, the development activity shall pay any payment under the same terms as an impact fee but in the amount specified by the voluntary agreement, mitigated SEPA determination, permit or approval condition as a condition of being exempt from the requirement to pay mitigation fees. Unless the voluntary agreement, permit condition or approval condition requires payment when the building permit is applied for or issued, the planning director may extend the payment date from before the issuance of a building permit to some later date for development activities required to pay under this exemption.

(g) Accessory dwellings approved by the city under Chapter [22C.180](#) MMC.

(2) Any claim of exemption shall be made no later than the time of application for a building permit. If a building permit is not required for the development activity, the claim shall be made when the fee is tendered. Any claim not made when required by this section shall be deemed waived.

## HEARING EXAMINER DUTIES

The DRAFT code amendment clarifies that the Hearing Examiner would not review rezones associated with a comprehensive plan designation amendment. This duty is afforded to the Planning Commission with a recommendation to City Council.

### 22G.060.090 Duties.

The examiner is vested with the duty and authority to hold public hearings and render decisions on the following matters:

- (1) Preliminary plats;
- (2) Appeals from administrative decisions on short plats;
- (3) Rezones; except [rezoning of land when such rezone is associated with a comprehensive plan designation amendment, and](#) area-wide rezones initiated by the city itself shall be heard by the planning commission;
- (4) Binding site plan approvals when subject to public review;
- (5) Conditional use permits when subject to public review;
- (6) Zoning code variances;
- (7) Administrative appeals from decisions and interpretations by city staff relating to land use codes, SEPA and permits;

- (8) Conditional shoreline development permits, variances and appeals from administrative determinations arising under Chapter [22E.050](#) MMC;
- (9) Complaints by citizens or city staff seeking administrative enforcement of provisions of city land use codes or conditions in development permits and approvals, or seeking rescission or modification of such permits or approvals;
- (10) Variances and administrative appeals arising from the city's sign code;
- (11) Variances and administrative appeals arising from the city's floodplain management code;
- (12) Variances and administrative appeals arising under the city's street department code;
- (13) Appeals of suspension or removal of tow truck operators from the city's list under MMC [11.37.060](#);
- (14) Appeals of a chronic nuisance property notice outlined in Chapter [6.23](#) MMC;
- (15) Such other regulatory, enforcement or quasi-judicial matters as may be assigned to the examiner by the mayor and city council.

## PLANNED RESIDENTIAL DEVELOPMENTS

The DRAFT code amendment would clarify that a multi-family and townhome development within the mixed use zone would qualify to develop under these standards. Additionally, the MMC 22G.080.020 references an incorrect section of the MMC.

### **22G.080.030 Planned residential development – Site qualifications.**

To utilize the PRD provisions contained in this chapter, a site must be at least one acre gross area and ~~must be~~ zoned residential, or be a multi-family or townhome development within the mixed use zone.

### **22G.080.020 Applicability.**

An applicant may request to utilize the PRD provisions if the site meets the site qualification criteria of this chapter and concurrently utilizes a land division process as specified in MMC ~~22G.080.040~~ 22G.080.050.

## BINDING SITE PLAN

The DRAFT amendment is a general reorganization and clarifies that multi-family and townhome developments within the mixed use zone that are proposed to be divided into fee simple lots are required to comply with the Planned Residential Development Standards.

### **22G.100.040 Jurisdiction.**

These regulations shall apply to all properties which are exempt from the city's subdivision code pursuant to RCW [58.17.040](#)(4) or (7) and which are being divided through the binding site plan process in ~~business, commercial, and industrial zones or in a residential zone if the division complies with the planned residential development provisions of Chapter 22G.080 MMC and with MMC 22G.100.070:~~

- (a) Commercial, industrial, recreation and public institutional zones;
- (b) Multi-family and townhome development in the mixed use zone; or
- (c) Single-family, multi-family and townhome development in residential zones.

Divisions involving single-family, multi-family, and townhome developments must comply with the planned residential development provisions of MMC Chapter 22G.080.

**CITY OF MARYSVILLE**  
**Marysville, Washington**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,  
RELATING TO GENERAL CODE CLEANUP AMENDING SECTIONS  
22C.010.280, 22C.160.140, 22C.160.170, 22C.180.020, 22C.180.030,  
22D.020.040, 22G.060.090, 22G.080.020, 22G.080.030, AND  
22G.100.040 OF THE MARYSVILLE MUNICIPAL CODE.**

**WHEREAS**, the State Growth Management Act, RCW Chapter 36.70A mandates that cities periodically review and amend development regulations which include but are not limited to zoning ordinances and official controls; and

**WHEREAS**, RCW 36.70A.106 requires the processing of amendments to the City's development regulations in the same manner as the original adoption of the City's comprehensive plan and development regulations; and

**WHEREAS**, the State Growth Management Act requires notice and broad public participation when adopting or amending the City's comprehensive plan and development regulations; and

**WHEREAS**, the City, in reviewing and amending its development regulations has complied with the notice, public participation and processing requirements established by the Growth Management Act, as more fully described below; and

**WHEREAS**, the City Council of the City of Marysville finds that from time to time it is necessary and appropriate to review and revise provisions of the City's municipal code and development code (MMC Title 22); and

**WHEREAS**, the development code amendment is consistent with the following required findings of MMC 22G.010.500:

- (1) The amendment is consistent with the purposes of the comprehensive plan;
- (2) The amendment is consistent with the purpose of this title;
- (3) There have been significant changes in the circumstances to warrant a change;
- (4) The benefit or cost to the public health, safety and welfare is sufficient to warrant the action.

**WHEREAS**, the Planning Commission discussed the above-referenced amendment during a public meeting held on March 13, 2018; and

**WHEREAS**, on April 10, 2018, the Marysville Planning Commission held a duly-advertised public hearing; and

**WHEREAS**, On April 10, 2018, the Marysville Planning Commission recommended City Council adopt the proposed amendments to the City's development regulations; and

**WHEREAS**, at a public meeting on May 14, 2018, the Marysville City Council reviewed and considered the Marysville Planning Commission's Recommendation and proposed amendments to the City's development regulations; and

**WHEREAS**, the City of Marysville has submitted the proposed development regulation revisions to the Washington State Department of Commerce on May 14, 2018, seeking expedited review under RCW 36.70A.160(3)(b) in compliance with the procedural requirement under RCW 36.70A.106; and

**WHEREAS**, the amendments to the development regulations are exempt from State Environmental Policy Act review under WAC 197-11-800(19);

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARYSVILLE DO ORDAIN AS FOLLOWS:**

**Section 1. Amendment of Municipal Code.** MMC Section 22C.010.280, entitled "Cottage housing developments," is hereby amended as follows:

**22C.010.280 Cottage housing developments.**

- (1) Purpose. The purpose of this section is to:
  - (a) Provide a housing type that responds to changing household sizes and ages (e.g., retirees, small families, single-person households);
  - (b) Provide opportunities for ownership of small, detached units within a single-family neighborhood;
  - (c) Encourage creation of more usable space for residents of the development through flexibility in density and lot standards;
  - (d) Support the growth management goal of more efficient use of urban residential land; and
  - (e) Provide guidelines to ensure compatibility with surrounding uses.
- (2) Applicability. Cottage housing developments are allowed ~~in the following areas, as follows:~~
  - (a) Within residentially zoned properties in Downtown Planning Area 1;
  - (b) Within single-family zones where properties are encumbered by at least 35 percent critical areas and associated buffers; ~~and~~
  - (c) On single-family zoned parcels adjacent, ~~including across the street in some cases,~~ to multifamily, commercial and industrial zoned parcels, as a transition to multifamily, commercial and industrial uses, including across the street on a case-by-case basis, approved by the director; and
  - (d) Within multi-family and mixed-use zoned properties.
- (3) Accessory dwelling units shall not be permitted in cottage housing developments.
- (4) Density and Minimum Lot Area.
  - (a) Cottage housing developments shall contain a minimum of four cottages ~~arranged on at least two sides of a common open space or configuration as otherwise approved by the director,~~ with a maximum of 12 cottages per ~~development grouping.~~ A development may contain multiple groupings.
  - (b) Groups of cottage housing shall be arranged on at least two sides of a common open space, or a configuration as otherwise approved by the director.
  - (~~b~~c) On a lot to be used for a cottage housing development, existing detached single-family residential structures, which may be nonconforming with respect to the standards of this section, shall be permitted to remain, but the extent of the nonconformity may not be increased. Such nonconforming dwelling units shall be included in the maximum permitted cottage density.
  - (~~e~~d) Cottage housing developments shall be allowed a density not to exceed two times the base density allowed in the underlying zone.

## (5) Height Limit and Roof Pitch.

(a) The height limit permitted for structures in cottage housing developments shall be 18 feet.

(b) The ridge of pitched roofs with a minimum slope of six to 12 (6:12) may extend up to 28 feet. The ridge of pitched roofs with a minimum slope of four to 12 (4:12) may extend up to 23 feet. All parts of the roof above 18 feet shall be pitched.

## (6) Lot Coverage and Floor Area.

(a) The maximum lot coverage permitted for buildings in cottage housing developments shall not exceed 40 percent and the maximum total lot coverage shall not exceed 60 percent.

(b) The maximum main floor area is 800 square feet.

(c) The total floor area of each cottage shall not exceed either one and one-half times the area of the main level or 1,200 square feet, whichever is less. Enclosed space in a cottage located either above the main level and more than 12 feet above finished grade, or below the main level, shall be limited to no more than 50 percent of the enclosed space of the main level, or 400 square feet, whichever is less. This restriction applies regardless of whether a floor is proposed in the enclosed space, but shall not apply to attic or crawl spaces (less than six feet in height).

(d) Attached garages shall be included in the calculation of total floor area.

(e) Areas that do not count as total floor area are:

(i) Unheated storage space located under the main floor of the cottage.

(ii) Attached roofed porches.

(iii) Detached garages or carports.

(iv) Spaces with the ceiling height of six feet or less measured to the exterior walls, such as a second floor area under the slope of a roof.

(f) The total square foot area of a cottage dwelling unit may not be increased. A note shall be placed on the title to the property for the purpose of notifying future property owners that any increase in the total square footage of a cottage is prohibited for the life of the cottage or duration of city cottage regulations.

## (7) Yards.

(a) Front Yards. The front yard for cottage housing developments shall be 10 feet.

(b) Rear Yards. The minimum rear yard for a cottage housing development shall be 10 feet. If abutting an alley the rear yard setback may be reduced to five feet.

(c) Side Yards. The minimum required side yard for a cottage housing development shall be five feet. When there is a principal entrance along a side facade, the side yard shall be no less than 10 feet along that side for the length of the pedestrian route. This 10-foot side yard shall apply only to a height of eight feet above the access route.

(d) Interior Separation for Cottage Housing Developments. There shall be a minimum separation of six feet between principal structures. When there is a principal entrance on an interior facade of either or both of the facing facades, the minimum separation shall be 10 feet.

## (8) Required Open Space.

(a) Quantity of Open Space. A minimum of 400 square feet per unit of landscaped open space is required. This quantity shall be allotted as follows:

(i) A minimum of 200 square feet per unit shall be private usable open space (setbacks and common open space shall not be counted as private open space); and

(ii) A minimum of 150 square feet per dwelling unit shall be provided as common open space. (Setbacks and private open space shall not be counted as common open space.)

(b) Critical areas and buffers shall not be counted as open space.

(c) Each house shall abut its private open space. A fence or hedge not to exceed three feet may separate private open space from common open space.

(9) Development Standards. Cottages shall be oriented around and have their main entry from the common open space.

(a) Private usable open space shall be provided in one contiguous area with a minimum area of 200 square feet. No horizontal dimension of the open space shall be less than 10 feet and shall be oriented toward the common open space, as much as possible.

(b) Required common open space shall be provided at ground level in one contiguous parcel. Each cottage shall abut the common open space, and the common open space shall have cottages abutting at least two sides.

(c) The minimum horizontal dimension for common open space shall be 10 feet.

(d) Each cottage unit shall have a covered porch or entry of at least 60 square feet with a minimum dimension of six feet on any side.

(e) Secondary entrances facing a street or sidewalk shall have a five-foot by five-foot porch.

(f) Separation of Identical Building Elevations. Units of identical elevation types must be separated by at least two different elevations. This will result in at least three different elevation plans per cluster. No two adjacent structures shall be built with the same building size or orientation (reverse elevations do not count as different building elevations), facade, materials, or colors.

(g) Variety in Building Design. A variety of building elements and treatments of cottages and accessory structures must be incorporated. Structures must include articulation, change in materials or texture, windows, or other architectural feature as shown in the city's design standards. No blank walls are allowed.

(h) Five-foot-wide pedestrian pathways (sidewalks) must be included to provide for movement of residents and guests from parking areas to homes and other amenities.

(10) Parking shall be:

(a) Located on the cottage housing development property.

(b) Located in clusters of not more than five adjoining spaces.

(c) Screened from public streets and adjacent residential uses by landscaping or architectural screening.

(d) Parking is allowed between or adjacent to structures only when it is located toward the rear of the principal structure and is served by an alley or private driveway.

(e) Off-street parking requirements are as follows:

(i) Units under 700 square feet: one space per unit;

(ii) Units between 700 and 1,000 square feet: one and one-half spaces per unit; and

(iii) Units over 1,000 square feet: two spaces per unit.

~~(f)~~ At least one parking stall per dwelling will be enclosed or covered.

~~(fg)~~ Access to parking shall be from the alley when property abuts a platted alley improved to the city's engineering design and development standards or when the director determines that alley access is feasible and desirable to mitigate parking access impacts.

~~(gh)~~ Not located in the front yard.

(11) Covered parking areas should be located so their visual presence is minimized, and associated noise or other impacts do not intrude into public spaces. These areas should also maintain the single-family character along public streets.

(a) For shared detached garages, the design of the structure must be similar and compatible to that of the dwelling units within the development.

(b) Shared detached garage structures shall be reserved for the parking of vehicles owned by the residents of the development. Storage of items which precludes the use of the parking spaces for vehicles is prohibited.

(c) The design of carports must include rooflines similar and compatible to those of the dwelling units within the development.



## (12) Screening Requirements.

(a) Boundaries between cottage dwellings and neighboring properties shall be screened with landscaping to reduce the appearance of bulk or intrusion onto adjacent properties, or otherwise treated (i.e., through setbacks or architectural techniques) to meet the intent of this section.

(b) Common waste and other storage receptacles shall not be placed in the front yard setback area.

(c) Common waste and other storage receptacles shall be architecturally screened and/or screened with landscaping so as to mask their appearance to residents, adjacent property owners, and the public rights-of-way.

(13) Requests for Modifications to Standards. The community development director may approve minor modifications to the general parameters and design standards set forth in this chapter, provided the following criteria are met:

(a) The site is constrained due to unusual shape, topography, easements or sensitive areas.

(b) The modification is consistent with the objectives of this chapter.

(c) The modification will not result in a development that is less compatible with neighboring land uses.

**Section 2. Amendment of Municipal Code.** MMC Section 22C.160.140, entitled "Measurement standards," is hereby amended as follows:

**22C.160.140 Measurement standards.**

## (1) Determining Sign Area and Dimensions.

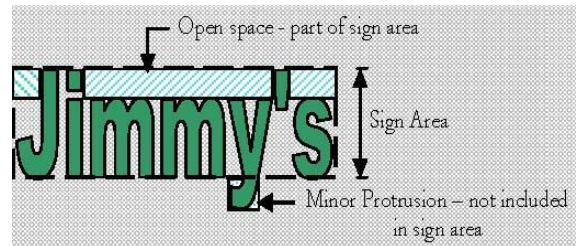
(a) For a wall sign which is framed, outlined, painted or otherwise prepared and intended solely to provide a background for a sign display, the area and dimensions shall include the entire portion within such background or frame.

(b) For a wall sign comprised of individual letters, figures or elements on a wall or similar surface of the building or structure, the area and dimensions of the sign shall encompass a regular geometric shape (rectangle, circle, trapezoid, triangle, etc.), or a combination of regular geometric shapes, which form, or approximate, the perimeter of all elements in the display, the frame, and any applied background that is not a part of the architecture of the building. When separate elements are organized to form a single sign, but are separated by open space, the sign area and dimensions shall be calculated by determining the geometric form, or combination of forms, which comprises all of the display areas, including the space between different elements. Minor appendages to a particular regular shape, as determined by the community development director, shall not be included in the total area of a sign.

**Figure 1: Wall Sign Area – Examples of Area Calculations**



**Measuring the examples using multiple geometric shapes**



**This illustrates the areas to be included within the calculation of a sign area.**

(c) For a freestanding sign, the sign area shall include the frame, if any, but shall not include:

(i) A pole or other structural support unless such pole or structural support is internally illuminated or otherwise designed so as to constitute a display device, or a part of a display device.

(ii) Architectural features that are either part of the building or part of a freestanding structure, and not an integral part of the sign, such as landscaping and building or structural forms complementing the site in general.

**Figure 2: Freestanding Sign Area – Examples of Area Calculations**



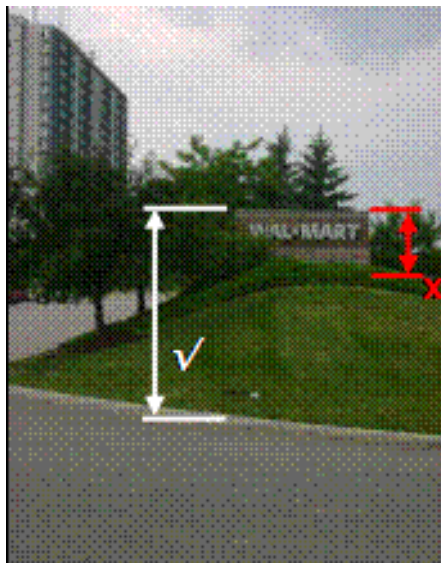
**The dashed line indicates the sign area**

(d) When two identical sign faces are placed back to back so that both faces cannot be viewed from any point at the same time and are part of the same sign structure, the sign area shall be computed as the measurement of one of the two faces.

(2) Determining Sign Height.

(a) The height of a freestanding sign shall be measured from the base of the sign or supportive structure at its point of attachment to the ground to the highest point of the sign. A freestanding sign on a manmade base, including a graded earth mound, shall be measured from the grade of the nearest pavement or top of any pavement curb.

(b) Clearance for freestanding and projecting signs shall be measured as the smallest vertical distance between finished grade and the lowest point of the sign, including any framework or other embellishments.



**The height of a sign is measured from the grade of the street level where the sign is viewed; not from the top of the mound**

- (3) Determining Building Frontages and Frontage Lengths.
- (a) Building Unit. The building unit is equivalent to the tenant space. The primary frontage of the tenant space on the first floor shall be the basis for determining the permissible sign area for wall signs.
- (b) Primary and Secondary Frontage.
- (i) Primary Frontage. Primary frontage shall be considered the portion of any frontage containing the primary public entrance(s) to the building or building units.
- (ii) Secondary Frontage. Secondary frontage shall include those frontages containing secondary public entrances to the building or building units and all building walls facing a public street, ~~or~~ primary parking area, or drive-aisle that are not designated as the primary building frontage by subsection (3)(b)(i) of this section.
- (4) Building Frontage.
- (a) The primary or secondary frontage shall be all walls parallel, or nearly parallel, to such frontage, excluding any such wall determined by the community development director to be clearly unrelated to the frontage criteria.
- (b) The frontage for a building unit shall be measured from the centerline of the party walls defining the building unit.
- (5) Determining Street Frontage.
- (a) Street frontage shall be determined by measuring the lineal feet of property abutting the public street from which a property obtains primary access.
- (b) For developments located along more than one public street, the street frontage shall be determined by measuring the lineal feet of property abutting all public streets.
- (c) Alley frontage shall not be included in determining street frontage.
- (d) Properties abutting Interstate 5, and not abutting a public street, shall have the street frontage determined by measuring the lineal feet of property abutting Interstate 5.

**Section 3. Amendment of Municipal Code.** MMC Section 22C.160.170, entitled "Development standards – Freestanding signs," is hereby amended as follows:

**22C.160.170 Development standards – Freestanding signs.**

(1) The basic allowance for freestanding signs shall be limited to one square foot of sign area for each lineal foot of street frontage not to exceed 200 square feet of sign area per street frontage and 75 square feet per sign face.



(2) The maximum height of freestanding signs is outlined in Table 1; provided, that monument signs shall not exceed 12 feet in height. Additionally, when the regulations of a subarea, master plan or special overlay district conflict, unless specifically indicated otherwise, the regulations of the subarea, master plan or special overlay district shall supersede the height requirements outlined in Table 1.

**Table 1: Freestanding Signs – Maximum Height**

Zoning District									
NB	CB	GC	DC	MU	BP	LI	GI	REC	P/I
4 feet	25 feet	25 feet	15 feet	12 feet	25 feet	25 feet	25 feet	4 feet	15 feet

(3) No portion of a freestanding sign shall be in, or project over, a public right-of-way, and the minimum setback shall be five feet, subject to sight distance review at intersections and driveways.

(4) Single-occupancy complexes are allowed one freestanding sign per street frontage.

(5) Multi-occupancy complexes are allowed one freestanding sign per access driveway for the complex. However, multi-occupancy complexes with only one access driveway shall be allowed one additional freestanding sign, as long as the freestanding sign advertises a different business or businesses located on-site and can be spaced at least 150 feet apart.

(6) All pole, or pylon, sign supports shall be enclosed or concealed in accordance with the design criteria outlined in subsection (10) of this section.



- (7) Pole, or pylon, signs are prohibited in the NB, MU and REC zones.
- (8) Pole, or pylon, signs are prohibited in the commercial and industrial zones located along the 88th Street NE, 116th Street NE, and 156th/152nd Street NE and 160<sup>th</sup> Street NE corridors.
- (9) Pole, or pylon, signs are prohibited on CB zoned properties located adjacent to 64th Street NE (SR 528) and 84th Street NE from approximately 83rd Avenue NE to SR 9.
- (10) The base of a freestanding sign and all pole or pylon sign supports shall be constructed of landscape materials, such as brick, stucco, stonework, textured wood, tile, textured concrete, or other quality materials as approved by the director, and shall be harmonious with the character of the primary structure. This limitation does not apply to structural elements that are an integral part of the overall design such as decorative metal or wood.
- (11) The color, shape, material, lettering and other architectural details of freestanding signs shall be harmonious with the character of the primary structure.
- (12) No angle irons, guy wires or braces shall be visible except those that are an integral part of the overall design.
- (13) One square foot of landscaping is required per one square foot of sign face. Landscaping shall include a decorative combination of ground cover and shrubs to provide seasonal interest in the area surrounding the sign. Landscaping shall be well maintained at all times of the year. The community development director may reduce the landscaping requirement where the signage incorporates stone, brick, or other decorative materials.

**Section 4. Amendment of Municipal Code.** MMC Section 22C.180.020, entitled "Accessory structure standards," is hereby amended as follows:

**22C.180.020 Accessory structure standards.**

In the zones in which a residential accessory structure is listed as a permitted use, the community development director or designee shall review all proposals to construct an accessory structure. The following standards and regulations shall apply to all proposed accessory structures; provided, that accessory dwelling units shall only be allowed in zones where they are a permitted use and shall also comply with the standards set forth in MMC [22C.180.030](#):

- (1) Accessory structures on properties less than one acre in size shall comply with the following density and dimensional requirements:

(a) The footprint of all detached accessory structures shall not exceed the lesser of:

(i) Fifteen percent of the total lot area in the R-4.5, R-6.5, R-8 and WR-R-4-8 zones, or 20 percent of the total lot area in the R-12 through R-28 and WR-R-6-18 zones; or

(ii) Eighty percent of the footprint of the primary residential structure.

(b) The height of all detached accessory structures shall not exceed 20 feet, except that detached accessory structures containing an accessory dwelling unit shall not exceed the base height for the zone.

(c) The community development director may allow minor deviations to these dimensional requirements in order to accommodate industry standards for building dimensions.

(2) A detached garage, carport or other permitted accessory building may be located in the rear yard; provided, that:

(a) Not more than 50 percent of the required rear setback area is covered; and

(b) Accessory structure(s) located within rear setback areas shall have a minimum interior side setback of five feet, or 10 feet on the flanking street of a corner lot, and a minimum rear setback of five feet; and

(c) Vehicle access points from garages, carports, fenced parking areas or other accessory structure(s), the entrance of which faces the rear lot line, shall not be located within 10 feet from the rear lot line, except where the accessory structure's entrance faces an alley with a right-of-way width of 10 feet, in which case the accessory structure(s) shall not be located within 20 feet from the rear lot line; and

(d) In Planning Area 1 "Downtown Neighborhood," the rear setbacks outlined in subsections (2)(b) and (c) of this section may be reduced to two feet from the rear lot line; provided, that the alley right-of-way is a minimum of 20 feet in width. Where the alley right-of-way is less than 20 feet in width, the property owner shall be required to dedicate to the city sufficient property to widen the abutting alley to the full width as measured from the design centerline, so as to conform to the applicable road standards specified by the city engineer. Upon dedication of the necessary right-of-way, the rear setback may be reduced to two feet from the rear lot line. Where an existing, nonconforming structure is internally remodeled to include an accessory dwelling unit, but the footprint of the structure is not increased, the structure can be allowed to remain at a zero setback; provided, that the right-of-way is 20 feet in width; and

(e) Detached accessory buildings exceeding one story shall provide the minimum required yard setbacks for principal buildings in the zone; and

(f) An accessory structure, which is located in the rear setback area, may be attached to the principal structure; provided, that no portion of the principal building is located within the required yard setbacks for principal structures in the zone.

(3) A detached garage, carport or other permitted accessory structure may be located in the front or side yard only if the applicant demonstrates to the satisfaction of the community development director that the following conditions can be met:

(a) Accessory structures that are located in the front or side yard, or on the flanking street side of a corner lot, shall be consistent with the architectural character of the residential neighborhood in which they are proposed to be located, and shall be subject to, but not limited to, the following development standards:

(i) The accessory structure shall be consistent with the architectural character of the principal structure; and

(ii) The accessory structure shall have a roof pitch similar to the principal structure and have siding and roofing materials similar to or compatible with those used on the principal structure. No metal siding or roofing shall be permitted unless it matches the siding and roofing of the principal structure, or unless it is a building material that is of a residential character such as metal tab roofing or other

products consistent with standard residential building materials. Plans for the proposed accessory structure(s) indicating siding and roofing materials shall be submitted with the application; and

(iii) Detached accessory structures located in the front or side yard shall provide the minimum required front and side yard setback for principal structures in the zone.

(4) The community development director is specifically authorized to allow an increase in the size of a detached accessory structure over the requirements outlined in subsection (1) of this section; provided, that the accessory structure(s) shall be compatible with the principal structure and/or neighborhood character. To make this determination, the community development director may consider such factors that include, but are not limited to, view obstruction, roof pitch, building materials, screening and landscaping, aesthetic impact on surrounding properties and streetscape, incompatible scale with dwellings on surrounding properties, and impact on neighborhood character. The community development director shall also have the authority to impose greater setback requirements, landscape buffers, or other locational or design requirements as necessary to mitigate the impacts of accessory structures which are greater in size than otherwise allowed by this section.

**Section 5. Amendment of Municipal Code.** MMC Section 22C.180.030, entitled "Accessory dwelling unit standards," is hereby amended as follows:

**22C.180.030 Accessory dwelling unit standards.**

In the zones in which an accessory dwelling is listed as a permitted use, the community development director shall review all proposals to establish an accessory dwelling unit. The following standards and regulations shall apply to all proposed accessory dwelling units:

(1) An owner-occupant of a single-family dwelling unit may establish only one accessory unit, which may be attached to the single-family dwelling or detached in an accessory building. An accessory dwelling unit may not be located on a lot on which a temporary dwelling, as defined in Chapter 22C.110 MMC, is located.

(2) The single-family dwelling unit must be owner-occupied on the date of application and remain owner-occupied for as long as the accessory unit exists. A covenant shall be required which is signed by the owner and recorded against the property as part of the application process.

(3) The floor area of the accessory dwelling unit shall not exceed 35 percent of the total floor area of the ~~original~~ single-family dwelling, and shall comply with the density and dimensional requirements set forth in MMC 22C.010.080. The community development director is authorized to conditionally allow a deviation of the setbacks set forth in MMC 22C.010.080 of an existing detached accessory structure to be converted to an accessory dwelling unit, subject to the following conditions:

(a) The application shall be subject to the public notice criteria, outlined in MMC 22G.010.090 and is subject to a \$250.00 permit processing fee in addition to the accessory dwelling unit land use review fee outlined in MMC 22G.030.020;

(b) The existing detached accessory structure was constructed prior to the effective date of Ordinance \_\_\_\_\_, adopted on \_\_\_\_\_, 2018;

(c) The applicant shall be required to demonstrate that the existing detached accessory structure was legally permitted and complied with the required structure setbacks in effect at the time the accessory structure was constructed;

(d) If the existing detached accessory structure is determined to be legal non-conforming, conversion to an accessory dwelling unit shall not increase the pre-existing degree of non-conformance;

(e) The accessory dwelling unit shall not result in a lack of compatibility with existing and potential uses in the immediate area;

(f) Adverse impacts of the proposed accessory dwelling unit shall be mitigated by site design elements such as landscaping, fencing and general visual improvement of the property; and

(g) Adequate provisions must be made for public improvements such as sewer, water, drainage, pedestrian and vehicular circulation.

(4) In no case shall the accessory dwelling unit be less than 300 square feet in size, or have more than two bedrooms. Floor areas shall be exclusive of garages, porches, or unfinished basements.

(45) The architectural character of the single-family dwelling shall be preserved. Exterior materials, roof form, and window spacing and proportions shall match that of the existing single-family dwelling. Only one main entrance shall be permitted on the front (street face) of the dwelling; provided, that this limitation shall not affect the eligibility of a residential structure which has more than one entrance on the front or street side on the effective date of the ordinance codified in this chapter.

(56) One off-street parking space shall be provided and designated for the accessory ~~apartment~~ dwelling unit (in addition to the two off-street parking spaces required for the primary single-family dwelling unit). Driveways may be counted as one parking space but no parking areas other than driveways shall be created in front yards. When the property abuts an alley, the off-street parking space for the accessory dwelling unit shall gain access from the alley.

(67) An owner-occupant of a single-family dwelling with an accessory ~~apartment~~ dwelling unit shall file, on a form available from the planning department, a declaration of owner occupancy with the planning department prior to issuance of the building permit for the accessory ~~apartment~~ dwelling unit and shall renew the declaration annually. The initial declaration of owner occupancy shall be recorded with the county auditor prior to filing the declaration with the planning department.

(78) The owner-occupant(s) may reside in the single-family dwelling unit or the accessory dwelling unit.

(89) In addition to the conditions which may be imposed by the community development director, all accessory dwelling units shall also be subject to the condition that such a permit will automatically expire whenever:

(a) The accessory dwelling unit is substantially altered and is thus no longer in conformance with the plans approved by both the community development director and the building official; or

(b) The subject lot ceases to maintain at least three off-street parking spaces; or

(c) The owner ceases to reside in either the principal or the accessory dwelling unit; provided, that in the event of illness, death or other unforeseeable event which prevents the owner's continued occupancy of the premises, the community development director may, upon a finding that discontinuance of the accessory dwelling unit would cause a hardship on the owner and/or tenants, grant a temporary suspension of this owner-occupancy requirement for a period of one year. The community development director may grant an extension of such suspension for one additional year, upon a finding of continued hardship.

**Section 6. Amendment of Municipal Code.** MMC Section 22D.020.040, entitled "Exemptions to the requirement to pay impact fees," is hereby amended as follows:

**22D.020.040 Exemptions to the requirement to pay impact fees.**

(1) The following are excluded from the requirement to pay some or all of the required impact fees:

(a) The reconstruction, remodeling, or replacement of existing buildings, structures, mobile homes, or manufactured homes, which does not result, for nonresidential structures, in additional floor space or, for all structures, additional dwellings. A complete application for a building permit to replace or reconstruct an



existing structure that was removed or destroyed shall be submitted within three years after the structure was removed or destroyed in order for the exemption to apply.

(b) The construction of structures accessory to a residence is exempt from the requirement to pay all impact fees. ~~Nonresidential accessory structures are not exempt from the requirement to pay impact fees. The construction of any accessory structures which will result in additional dwelling units, including accessory dwelling units, requires the payment of impact fees.~~

(c) Parking garages and building space which is constructed solely to park motor vehicles which are not owned, leased or rented by a business or part of a stock in trade are exempt from the requirement to pay all impact fees. The conversion of parking garages or vehicle parking areas to other uses identified in MMC [22D.020.050](#)(2) requires the payment of impact fees.

(d) Temporary uses and structures authorized by Chapter [22C.110](#) MMC are exempt from the requirement to pay all impact fees.

(e) The property on which the development activity will take place is exempt from the payment of park, recreation, open space or trail facilities impact fees under RCW [82.02.100](#) because the property is part of a development activity which mitigated its impacts on the same system improvements under the State Environmental Policy Act (SEPA).

(f) The development activity shall not be required to pay impact fees for a facility type because:

(i) The impact of the development activity for park, recreation, open space or trail facilities has been mitigated by a voluntary agreement; mitigated State Environmental Policy Act (SEPA) determination; SEPA EIS; permit or approval condition which requires the payment of fees consistent with the fees imposed by this title for park impacts; the dedication of land in lieu of a fee for parks, recreation and trail improvements; or the construction or improvement of parks, recreation, open space or trails in lieu of a fee; and

(ii) The SEPA, permit or approval condition predates the effective date of the ordinance codified in this chapter. If the condition or requirement does not provide that the improvements substitute for impact fees, then the development activity is not exempt. To be exempt from the payment of park facilities impact fees, the voluntary agreement, mitigated SEPA determination, permit or approval condition shall provide for a payment, dedication, or construction of park facility improvements. Where a development activity has not filed a complete building permit application before the effective date of this chapter, the development activity shall pay any payment under the same terms as an impact fee but in the amount specified by the voluntary agreement, mitigated SEPA determination, permit or approval condition as a condition of being exempt from the requirement to pay mitigation fees. Unless the voluntary agreement, permit condition or approval condition requires payment when the building permit is applied for or issued, the planning director may extend the payment date from before the issuance of a building permit to some later date for development activities required to pay under this exemption.

(g) Accessory dwellings approved by the city under Chapter [22C.180](#) MMC. (2) Any claim of exemption shall be made no later than the time of application for a building permit. If a building permit is not required for the development activity, the claim shall be made when the fee is tendered. Any claim not made when required by this section shall be deemed waived.

**Section 7. Amendment of Municipal Code.** MMC Section 22G.060.090, entitled "Duties," is hereby amended as follows:

**22G.060.090 Duties.**

The examiner is vested with the duty and authority to hold public hearings and render decisions on the following matters:

- (1) Preliminary plats;
- (2) Appeals from administrative decisions on short plats;
- (3) Rezones; except rezoning of land when such rezone is associated with a comprehensive plan designation amendment, and area-wide rezones initiated by the city itself, which shall be heard by the planning commission;
- (4) Binding site plan approvals when subject to public review;
- (5) Conditional use permits when subject to public review;
- (6) Zoning code variances;
- (7) Administrative appeals from decisions and interpretations by city staff relating to land use codes, SEPA and permits;
- (8) Conditional shoreline development permits, variances and appeals from administrative determinations arising under Chapter 22E.050 MMC;
- (9) Complaints by citizens or city staff seeking administrative enforcement of provisions of city land use codes or conditions in development permits and approvals, or seeking rescission or modification of such permits or approvals;
- (10) Variances and administrative appeals arising from the city's sign code;
- (11) Variances and administrative appeals arising from the city's floodplain management code;
- (12) Variances and administrative appeals arising under the city's street department code;
- (13) Appeals of suspension or removal of tow truck operators from the city's list under MMC 11.37.060;
- (14) Appeals of a chronic nuisance property notice outlined in Chapter 6.23 MMC;
- (15) Such other regulatory, enforcement or quasi-judicial matters as may be assigned to the examiner by the mayor and city council.

**Section 8. Amendment of Municipal Code.** MMC Section 22G.080.020, entitled "Applicability," is hereby amended as follows:

**22G.080.020 Applicability.**

An applicant may request to utilize the PRD provisions if the site meets the site qualification criteria of this chapter and concurrently utilizes a land division process as specified in MMC ~~22G.080.040~~ 22G.080.050.

**Section 9. Amendment of Municipal Code.** MMC Section 22G.080.030, entitled "Planned residential development – Site qualifications," is hereby amended as follows:

**22G.080.030 Planned residential development – Site qualifications.**

To utilize the PRD provisions contained in this chapter, a site must be at least one acre gross area and ~~must be~~ zoned residential, or be a multi-family or townhome development within the mixed use zone.

**Section 10. Amendment of Municipal Code.** MMC Section 22G.100.040, entitled "Jurisdiction," is hereby amended as follows:

**22G.100.040 Jurisdiction.**

These regulations shall apply to all properties which are exempt from the city's subdivision code pursuant to RCW 58.17.040(4) or (7) and which are being divided through the binding site plan process in ~~business, commercial, and industrial zones or in a residential zone if the division complies with the planned residential development provisions of Chapter 22G.080 MMC and with MMC 22G.100.070.:~~

- (a) Commercial, industrial, recreation and public institutional zones;
- (b) Multi-family and townhome development in the mixed use zone; or
- (c) Single-family, multi-family and townhome development in residential zones.

Divisions involving single-family, multi-family, and townhome developments must comply with the planned residential development provisions of MMC Chapter 22G.080.

**Section 11. Amendment of Municipal Code.** MMC Section 22A.010.160, entitled "Amendments," is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City's Unified Development Code (all unchanged provisions of MMC 22A.010.160 remain unchanged and in effect):

**"22A.010.160 Amendments.**

The following amendments have been made to the UDC subsequent to its adoption:

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
_____	2018 General Code Cleanup	_____, 2018"

**Section 12. Severability.** If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

**Section 13. Effective Date.** This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF MARYSVILLE

By: \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By: \_\_\_\_\_  
DEPUTY CITY CLERK

Approved as to form:

By: \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

Date of Publication: \_\_\_\_\_

Effective Date: \_\_\_\_\_  
(5 days after publication)

# *Index #13*

**CITY OF MARYSVILLE AGENDA BILL  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 5/14/2018**

<b>AGENDA ITEM:</b>	
Amending chapter 6.06 MMC relating to adopting RCW's by reference	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jon Walker	
<b>DEPARTMENT:</b>	
Legal	
<b>ATTACHMENTS:</b>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

The city frequently adopts by reference sections of the revised code of Washington (RCW) to become part of the municipal code. These are typically criminal statutes and this process is both more efficient and makes Marysville’s criminal code consistent with unincorporated Snohomish County and other jurisdictions throughout the state. The city does not have authority to adopt felony crimes or penalties nor does the municipal court have authority to hear such cases or impose felony penalties. Rather than continue the current practice of excluding felony crimes when an RCW is adopted, this amendment would make that automatic and would also apply to any RCW’s that were adopted in the past. This chapter also provides that amendments to RCW’s or their repeal will be automatically reflected in the municipal code, but does not address the recodification of statutes. Codification is the process of assigning a number to a section of a session law adopted by the legislature and approved by the governor (or assigned to an ordinance adopted by the city council and approved by the mayor). From time to time the legislature will recodify statutes and this amendment to the municipal code will clarify that recodification does not affect the adoption of the RCW (i.e. it is still a crime regardless of the number being changed). While staff endeavors to identify statutes that have been recodified, this amendment will ensure that a minor technicality does not affect the city’s ability to hold persons accountable for violating the law.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council consider adopting the amendments to chapter 6.06 of the municipal code.</p>
---

CITY OF MARYSVILLE

Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING CHAPTER 6.06 OF THE MUNICIPAL CODE.**

WHEREAS, the city frequently adopts by reference sections of the revised code of Washington (RCW) to become part of the municipal code; and

WHEREAS, the city does not have authority to adopt felony crimes or penalties; and

WHEREAS, the municipal code currently contemplates automatically adopting amendments and repealers of adopted RCW's, but does not contemplate when a statute is recodified; and

WHEREAS, by amending the code to provide that portions of statutes relating to felony crimes are not adopted, it will no longer be necessary to adopt this language each time a criminal statute that refers to a felony crime is adopted; and

WHEREAS, amending the code to automatically adopt recodified statutes clarifies the effect of recodification by the legislature or code reviser and puts citizens on notice of prohibited behavior.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, DO ORDAIN AS FOLLOWS:

SECTION 1. Chapter 6.06 of the municipal code is amended as set forth in Exhibit A.

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 3. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By \_\_\_\_\_  
\_\_\_\_\_, DEPUTY CITY CLERK

Approved as to form:

By \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

Date of publication: \_\_\_\_\_

Effective Date (5 days after publication): \_\_\_\_\_

# EXHIBIT A

## Chapter 6.06 ADOPTION OF STATE PROVISIONS

Sections:

- [6.06.010](#) Adoption of state statutes by reference.
- [6.06.020](#) Automatic amendments, recodification, and repeal.
- [6.06.030](#) Statute incorporated by reference.

### **6.06.010 Adoption of state statutes by reference.**

~~Statutes that are adopted by reference become a part of the state of Washington Revised Code of Washington specified in the Marysville Municipal Code are adopted by reference as and for a portion of the penal code of the city of Marysville as if set forth in full, with the exception of the penalty provisions thereof which are superseded by the penalty provisions of said chapters, as set forth in MMC 6.03.120 except that any part of an adopted statute defining a felony or setting felony penalties does not become part of the municipal code.~~

### **6.06.020 Automatic amendments.**

~~If a statute adopted by reference is amended, recodified, or repealed, The amendment or repeal by the Washington State Legislature of any of the statutes adopted in the MMC by reference shall be deemed to automatically amend or repeal said chapters in conformity therewith, and it shall not be necessary for the legislative authority of the city council to take any action with respect to such amendments, recodification, or repealers which will be deemed to automatically conform the municipal code to such amendment, recodification, or repeal.~~

### **6.06.030 Statute incorporated by reference.**

The following statute is incorporated in this chapter by reference:

RCW

[9A.04.110](#) Definitions.



# *Index #14*

**CITY OF MARYSVILLE AGENDA BILL  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 5/14/2018**

<b>AGENDA ITEM:</b>	
Adopting Penalties Related to Extreme Risk Protection Orders	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jon Walker	
<b>DEPARTMENT:</b>	
Legal	
<b>ATTACHMENTS:</b>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

Chapter 7.94 RCW authorizes the issuance of extreme risk protection orders (ERPO). ERPO’s are designed to temporarily prevent individuals who are at high risk of harming themselves or others from accessing firearms by allowing family, household members, and police to obtain a court order when there is demonstrated evidence that the person poses a significant danger, including danger as a result of a dangerous mental health crisis or violent behavior.

The statute provides penalties for persons who provide false information to a court in an application for an ERPO and for persons who possess a firearm while subject to an ERPO. These penalties must be adopted by the city council in order for the municipal court to have jurisdiction over these crimes.

The chapter also contains three crimes that have been recodified into a single RCW section. These RCW’s -- 77.16.250 Loaded firearms in vehicles; 77.16.260 Shooting firearm from public highway; and 77.16.290 Law enforcement officers exempt – are now combined in RCW 77.15.460. The amendment reflects this change in the RCW.

**RECOMMENDED ACTION: Staff recommends that the Council consider approving the ordinance adopting RCW 7.94.120 by reference and reflecting the recodification of crimes relating to firearms.**

## CITY OF MARYSVILLE

Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING SECTION 6.60.010 OF THE MUNICIPAL CODE ADOPTING PENALTIES RELATED TO EXTREME RISK PROTECTION ORDERS AND REFLECTING RECODIFIED STATUTES.**

WHEREAS, the voters approved Initiative Measure No. 1491 authorizing the issuance of extreme risk protection orders on November 8, 2016; and

WHEREAS, the initiative was codified as chapter 7.94 RCW; and

WHEREAS, to enforce penalties related to extreme risk protection orders it is necessary to adopt RCW 7.94.120, which reads as follows:

(1) Any person who files a petition under this chapter knowing the information in such petition to be materially false, or with intent to harass the respondent, is guilty of a gross misdemeanor.

(2) Any person who has in his or her custody or control, purchases, possesses, or receives a firearm with knowledge that he or she is prohibited from doing so by an order issued under this chapter is guilty of a gross misdemeanor, and further is prohibited from having in his or her custody or control, purchasing, possessing, or receiving, or attempting to purchase or receive, a firearm for a period of five years from the date the existing order expires. However, such person is guilty of a class C felony if the person has two or more previous convictions for violating an order issued under this chapter; and

WHEREAS, public safety will be enhanced by adopting the penalties contained in RCW 7.94.120; and

WHEREAS, It is appropriate to amend MMC 6.60.010 to adopt RCW 7.94.120; and

WHEREAS, RCW 77.16.250, 77.16.260, and 77.16.290 are also adopted by reference in MMC 6.60.010, but have since been recodified as RCW 77.15.460 and it is appropriate to reflect this recodification.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, DO ORDAIN AS FOLLOWS:

SECTION 1. Section 6.60.010 of the municipal code is amended as set forth in Exhibit A.

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 3. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MARYSVILLE

By \_\_\_\_\_

JON NEHRING, MAYOR

Attest:

By \_\_\_\_\_

\_\_\_\_\_, DEPUTY CITY CLERK

Approved as to form:

By \_\_\_\_\_

JON WALKER, CITY ATTORNEY

Date of publication: \_\_\_\_\_

Effective Date (5 days after publication): \_\_\_\_\_

## EXHIBIT A

### 6.60.010 Statutes incorporated by reference.

---

The following statutes regarding weapons control are incorporated by reference:

#### RCW

- [7.94.120](#) [Penalties \(Extreme Risk Protection Orders\).](#)
- [9.41.010](#) Terms defined.
- [9.41.050](#) Carrying firearms.
- [9.41.060](#) Exceptions to restrictions on carrying firearms.
- [9.41.120](#) Firearms as loan security.
- [9.41.140](#) Alteration of identifying marks – Exceptions.
- [9.41.230](#) Aiming or discharging firearms, dangerous weapons.
- [9.41.240](#) Possession of pistol by person from eighteen to twenty-one.
- [9.41.250](#) Dangerous weapons – Penalty.
- [9.41.260](#) Dangerous exhibitions.
- [9.41.270](#) Weapons apparently capable of producing bodily harm – Unlawful carrying or handling –  
Penalty – Exceptions.
- [9.41.280](#) Possessing dangerous weapons on school facilities – Penalty – Exemptions.
- [9.41.300](#) Weapons prohibited in certain places – Local laws and ordinances – Exemptions – Penalty.
- [9.41.810](#) Penalty.
- ~~[77.15.460](#)~~~~[77.16.250](#)~~ [Loaded rifle or shotgun in vehicle—Unlawful use or possession—Unlawful use  
of a loaded firearm—Penalty.](#)~~[Loaded firearms in vehicles.](#)~~
- ~~[77.16.260](#)~~ [Shooting firearm from public highway.](#)
- ~~[77.16.290](#)~~ [Law enforcement officers exempt.](#)

# *Index #15*

## CITY OF MARYSVILLE, WASHINGTON

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE of the City of Marysville, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of one or more series of limited tax general obligation bonds in the aggregate principal amount not to exceed \$12,600,000 to provide funds necessary to pay or reimburse costs of designing and constructing transportation improvements, including the 1<sup>st</sup> Street bypass, and other capital improvements within the City; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; creating a special fund for the payment of the bonds; and providing for other related matters.

Passed May \_\_\_\_\_, 2018

*This document prepared by:*

*Foster Pepper PLLC  
1111 Third Avenue, Suite 3000  
Seattle, Washington 98101  
(206) 447-4400*



## TABLE OF CONTENTS\*

Section 1.	Definitions.....	1
Section 2.	Findings and Determinations .....	4
Section 3.	Authorization of Bonds.....	4
Section 4.	Appointment of Designated Representative; Description of Bonds .....	4
Section 5.	Bond Registrar; Registration and Transfer of Bonds.....	4
Section 6.	Form and Execution of Bonds .....	5
Section 7.	Payment of Bonds .....	6
Section 8.	Redemption Provisions and Purchase of Bonds .....	6
Section 9.	Failure To Pay Bonds.....	7
Section 10.	Bond Fund and Deposit of Bond Proceeds .....	8
Section 11.	Pledge of Taxes.....	8
Section 12.	Tax Covenants .....	8
Section 13.	Refunding or Defeasance of the Bonds .....	9
Section 14.	Sale and Delivery of the Bonds .....	9
Section 15.	Official Statement; Continuing Disclosure.....	10
Section 16.	Supplemental and Amendatory Ordinances.....	11
Section 17.	General Authorization and Ratification .....	11
Section 18.	Severability .....	11
Section 19.	Effective Date of Ordinance .....	11
Exhibit A	Parameters for Final Terms of the Bonds	
Exhibit B	Form of Undertaking to Provide Continuing Disclosure	

*\*The cover page, table of contents and section headings of this ordinance are for convenience of reference only, and shall not be used to resolve any question of interpretation of this ordinance.*

## CITY OF MARYSVILLE, WASHINGTON

## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE of the City of Marysville, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of one or more series of limited tax general obligation bonds in the aggregate principal amount not to exceed \$12,600,000 to provide funds necessary to pay or reimburse costs of designing and constructing transportation improvements, including the 1<sup>st</sup> Street bypass, and other capital improvements within the City; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; creating a special fund for the payment of the bonds; and providing for other related matters.

THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

- (a) “*Authorized Denomination*” means \$5,000 or any integral multiple thereof within a maturity of a Series.
- (b) “*Beneficial Owner*” means, with respect to a Bond, the owner of any beneficial interest in that Bond.
- (c) “*Bond*” means each bond issued pursuant to and for the purposes provided in this ordinance.
- (d) “*Bond Counsel*” means the firm of Foster Pepper PLLC, its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.
- (e) “*Bond Fund*” means the Limited Tax General Obligation Bond Fund, 2018 of the City created for the payment of principal of and interest on the Bonds.
- (f) “*Bond Purchase Agreement*” means an offer to purchase a Series of the Bonds, setting forth certain terms and conditions of the issuance, sale and delivery of those Bonds, which offer is authorized to be accepted by the Designated Representative on behalf of the City, if consistent with this ordinance. In the case of a competitive sale, the official notice of sale, the Purchaser's bid and the award by the City shall constitute the Bond Purchase Agreement for purposes of this ordinance.
- (g) “*Bond Register*” means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of each Bond.

(h) “*Bond Registrar*” means the Fiscal Agent, or any successor bond registrar selected by the City.

(i) “*City*” means the City of Marysville, Washington, a code city duly organized and existing under the laws of the State.

(j) “*City Council*” means the legislative authority of the City, as duly and regularly constituted from time to time.

(k) “*Code*” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(l) “*Designated Representative*” means the officer of the City appointed in Section 4 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

(m) “*DTC*” means The Depository Trust Company, New York, New York, or its nominee.

(n) “*Final Terms*” means the terms and conditions for the sale of a Series of the Bonds including the amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants.

(o) “*Finance Officer*” means the Finance Director or such other officer of the City who succeeds to substantially all of the responsibilities of that office.

(p) “*Fiscal Agent*” means the fiscal agent of the State, as the same may be designated by the State from time to time.

(q) “*Government Obligations*” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

(r) “*Improvements*” means (1) the design and construction of transportation improvements within the City, including but not limited to the bypass on 1<sup>st</sup> Street from State Avenue to 47<sup>th</sup> Avenue Northeast, and (2) other capital improvements included in the City’s capital improvement program.

(s) “*Issue Date*” means, with respect to a Bond, the date of initial issuance and delivery of that Bond to the Purchaser in exchange for the purchase price of that Bond.

(t) “*Letter of Representations*” means the Blanket Issuer Letter of Representations between the City and DTC, dated November 14, 1997, as it may be amended from time to time, and any successor or substitute letter relating to the operational procedures of the Securities Depository.

(u) “*MSRB*” means the Municipal Securities Rulemaking Board.

(v) “*Official Statement*” means an offering document, disclosure document, private placement memorandum or substantially similar disclosure document provided to purchasers and potential purchasers in connection with the initial offering of a Series of the Bonds in conformance with Rule 15c2-12 or other applicable regulations of the SEC.

(w) “*Owner*” means, without distinction, the Registered Owner and the Beneficial Owner.

(x) “*Project Fund*” means one or more funds or accounts created by the Finance Officer for the purpose of paying the costs of the Improvements.

(y) “*Purchaser*” means the corporation, firm, association, partnership, trust, bank, financial institution or other legal entity or group of entities selected by the Designated Representative to serve as purchaser in a private placement, underwriter or private placement agent in a negotiated sale or awarded as the successful bidder in a competitive sale of any Series of the Bonds.

(z) “*Rating Agency*” means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City.

(aa) “*Record Date*” means the Bond Registrar’s close of business on the 15<sup>th</sup> day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date means the Bond Registrar’s close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 9.

(bb) “*Registered Owner*” means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For any Series of the Bonds, so long as the City utilizes the book–entry only system for those Bonds under the Letter of Representations, Registered Owner means the Securities Depository.

(cc) “*Rule 15c2 12*” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(dd) “*SEC*” means the United States Securities and Exchange Commission.

(ee) “*Securities Depository*” means DTC, any successor thereto, any substitute securities depository selected by the City that is qualified under applicable laws and regulations to provide the services proposed to be provided by it, or the nominee of any of the foregoing.

(ff) “*Series of the Bonds*” or “*Series*” means a series of the Bonds issued pursuant to this ordinance.

(gg) “*State*” means the State of Washington.

(hh) “*System of Registration*” means the system of registration for the City’s bonds and other obligations set forth in Ordinance No. 1405 of the City.

(ii) “*Term Bond*” means each Bond designated as a Term Bond and subject to mandatory redemption in the years and amounts set forth in the Bond Purchase Agreement.

(jj) “*Undertaking*” means the undertaking to provide continuing disclosure entered into pursuant to Section 17 of this ordinance.

Section 2. Findings and Determinations. The City takes note of the following facts and makes the following findings and determinations:

(a) *The Improvements.* The City is in need of the Improvements, the total estimated cost of which is at least \$12,000,000, exclusive of anticipated costs of issuance of the Bonds, and the City does not have available sufficient funds to pay its share of the cost.

(b) *The Bonds.* For the purpose of providing the funds necessary to pay or reimburse the costs of the Improvements and to pay the costs of issuance and sale of the Bonds, the City Council finds that it is in the best interests of the City and its taxpayers to issue and sell the Bonds to the Purchaser, pursuant to the terms set forth in the Bond Purchase Agreement as approved by the City’s Designated Representative consistent with this ordinance.

Section 3. Authorization of Bonds. The City is authorized to borrow money on the credit of the City and issue negotiable limited tax general obligation bonds evidencing indebtedness in one or more Series in aggregate principal amount not to exceed \$12,600,000. The Bonds shall be issued to provide the funds necessary to pay or reimburse the costs of the Improvements and to pay the costs of issuance and sale of the Bonds.

Section 4. Appointment of Designated Representative; Description of Bonds. The Finance Officer and the City’s Chief Administrator are each appointed as the Designated Representative of the City, both with the individual authority to conduct the sale of the Bonds in the manner and upon the terms deemed most advantageous to the City, and to approve the Final Terms of each Series of the Bonds, with such additional terms and covenants as the Designated Representative deems advisable, within the parameters set forth in Exhibit A, which is attached to this ordinance and incorporated by this reference.

Section 5. Bond Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds.* Each Bond shall be issued only in registered form as to both principal and interest and the ownership of each Bond shall be recorded on the Bond Register.

(b) *Bond Registrar; Duties.* The Fiscal Agent is appointed as initial Bond Registrar. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City’s paying agent for the Bonds and to carry out all of the Bond Registrar’s powers and duties under this ordinance and the System of Registration. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar’s Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors

to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

(c) *Bond Register; Transfer and Exchange.* The Bond Register shall contain the name and mailing address of each Registered Owner and the principal amount and number of each Bond held by each Registered Owner. A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same Series, interest rate and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) *Securities Depository; Book-Entry Only Form.* If a Bond is to be issued in book-entry form, DTC shall be appointed as initial Securities Depository and each such Bond initially shall be registered in the name of Cede & Co., as the nominee of DTC. Each Bond registered in the name of the Securities Depository shall be held fully immobilized in book-entry only form by the Securities Depository in accordance with the provisions of the Letter of Representations. Registered ownership of any Bond registered in the name of the Securities Depository may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City; or (iii) to any person if the Bond is no longer to be held in book-entry only form. Upon the resignation of the Securities Depository, or upon a termination of the services of the Securities Depository by the City, the City may appoint a substitute Securities Depository. If (i) the Securities Depository resigns and the City does not appoint a substitute Securities Depository, or (ii) the City terminates the services of the Securities Depository, the Bonds no longer shall be held in book-entry only form and the registered ownership of each Bond may be transferred to any person as provided in this ordinance.

Neither the City nor the Bond Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the City nor the Bond Registrar shall be responsible for any notice that is permitted or required to be given to a Registered Owner except such notice as is required to be given by the Bond Registrar to the Securities Depository.

#### Section 6. Form and Execution of Bonds.

(a) *Form of Bonds; Signatures and Seal.* Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual

date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

(b) *Authentication.* Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: “Certificate Of Authentication. This Bond is one of the fully registered City of Marysville, Washington, Limited Tax General Obligation Bonds, 2018.” The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 7. Payment of Bonds. Principal of and interest on each Bond shall be payable in lawful money of the United States of America. Principal of and interest on each Bond registered in the name of the Securities Depository is payable in the manner set forth in the Letter of Representations. Interest on each Bond not registered in the name of the Securities Depository is payable by electronic transfer on the interest payment date, or by check or draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received on or prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not registered in the name of the Securities Depository is payable at maturity or upon redemption in full upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar.

Section 8. Redemption Provisions and Purchase of Bonds.

(a) *Optional Redemption.* The Bonds shall be subject to redemption at the option of the City on terms acceptable to the Designated Representative, as set forth in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit A.

(b) *Mandatory Redemption.* Each Bond that is designated as a Term Bond in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit A, if not previously redeemed under any optional redemption provisions or purchased and surrendered for cancellation under the provisions set forth below, shall be called for redemption at a price equal to the stated principal amount to be redeemed, plus accrued interest, on the dates and in the amounts as set forth in the Bond Purchase Agreement. If a Term Bond is redeemed under the optional redemption provisions, defeased or purchased by the City and surrendered for cancellation, the principal amount of the Term Bond so redeemed, defeased or purchased (irrespective of its actual redemption or purchase prices) shall be credited against one or more scheduled mandatory redemption installments for that Term Bond. The City shall determine the manner in which the credit is to be allocated and shall notify the Bond Registrar in writing of its allocation prior to the earliest mandatory redemption date for that Term Bond for which notice of redemption has not already been given.

(c) *Selection of Bonds for Redemption; Partial Redemption.* If fewer than all of the outstanding Bonds are to be redeemed at the option of the City, the City shall select the Series and maturities to be redeemed. If fewer than all of the outstanding Bonds of a maturity of a Series are to be redeemed, the Securities Depository shall select Bonds registered in the name of the

Securities Depository to be redeemed in accordance with the Letter of Representations, and the Bond Registrar shall select all other Bonds to be redeemed randomly in such manner as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same Series, maturity and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

(d) *Notice of Redemption.* Notice of redemption of each Bond registered in the name of the Securities Depository shall be given in accordance with the Letter of Representations. Notice of redemption of each other Bond, unless waived by the Registered Owner, shall be given by the Bond Registrar not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be satisfied when notice has been mailed as so provided, whether or not it is actually received by an Owner. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), to each Rating Agency, and to such other persons and with such additional information as the Finance Officer shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond.

(e) *Rescission of Optional Redemption Notice.* In the case of an optional redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the affected Registered Owners at any time on or prior to the date fixed for redemption. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of redemption has been rescinded shall remain outstanding.

(f) *Effect of Redemption.* Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Fund or in a trust account established to refund or defease the Bond.

(g) *Purchase of Bonds.* The City reserves the right to purchase any or all of the Bonds offered to the City or in the open market at any time at any price acceptable to the City plus accrued interest to the date of purchase.

Section 9. Failure To Pay Bonds. If the principal of any Bond is not paid when the Bond is properly presented at its maturity date or date fixed for redemption or prepayment, the City shall be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption or prepayment until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund, or in a trust account established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner. The Bonds are not subject to acceleration under any circumstances.



Section 10. Bond Fund and Deposit of Bond Proceeds. The Bond Fund is created as a special fund of the City for the sole purpose of paying principal of and interest on the Bonds. All amounts allocated to the payment of the principal of and interest on the Bonds shall be deposited in the Bond Fund as necessary for the timely payment of amounts due with respect to the Bonds. The principal of and interest on the Bonds shall be paid out of the Bond Fund. Until needed for that purpose, the City may invest money in the Bond Fund temporarily in any legal investment, and the investment earnings shall be retained in the Bond Fund and used for the purposes of that fund.

The Finance Officer is authorized to create the Project Fund and is authorized and directed to deposit into the Project Fund the proceeds of the Bonds to be used to pay the costs of the Improvements and costs of issuance and sale of the Bonds. Until needed to pay the costs of the Improvements and costs of issuance and sale of the Bonds, the City may invest principal proceeds temporarily in any legal investment, and the investment earnings may be retained in the Project Fund and be spent for the purposes of those funds.

Section 11. Pledge of Taxes. The Bonds constitute a general indebtedness of the City and are payable from tax revenues of the City and such other money as is lawfully available and pledged by the City for the payment of principal of and interest on the Bonds. For as long as any of the Bonds are outstanding, the City irrevocably pledges that it shall, in the manner provided by law within the constitutional and statutory limitations provided by law without the assent of the voters, include in its annual property tax levy amounts sufficient, together with other money that is lawfully available, to pay principal of and interest on the Bonds as the same become due. The full faith, credit and resources of the City are pledged irrevocably for the prompt payment of the principal of and interest on the Bonds and such pledge shall be enforceable in mandamus against the City.

Section 12. Tax Covenants.

(a) *Preservation of Tax Exemption for Interest on Bonds.* The City covenants that it will take all actions necessary to prevent interest on the Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bonds or other funds of the City treated as proceeds of the Bonds that will cause interest on the Bonds to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bonds.

(b) *Post-Issuance Compliance.* The Finance Officer is authorized and directed to review and update the City's written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Bonds from being included in gross income for federal tax purposes.

(c) A Series of the Bonds may be designated as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code, if the following conditions are met:

- (1) the Series does not constitute “private activity bonds” within the meaning of Section 141 of the Code;
- (2) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during the calendar year in which the Series is issued will not exceed \$10,000,000; and
- (3) the amount of tax-exempt obligations, including the Series, designated by the City as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Series is issued does not exceed \$10,000,000.

Section 13. Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the “defeased Bonds”); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the “trust account”), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the City may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose.

Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this ordinance for the redemption of Bonds.

Section 14. Sale and Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell each Series of the Bonds by negotiated sale or by competitive sale in accordance with a notice of sale consistent with this ordinance, based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials and staff, Bond Counsel and other advisors. In determining the method of sale of a Series and accepting the Final Terms, the Designated Representative shall take into account those factors that, in the judgment of the Designated Representative, may be expected to result in the lowest true interest cost to the City.

(b) *Procedure for Negotiated Sale or Private Placement.* If the Designated Representative determines that a Series of the Bonds is to be sold by negotiated sale or private placement, the Designated Representative shall select one or more Purchasers with which to negotiate such sale. The Bond Purchase Agreement for each Series of the Bonds shall set forth the Final Terms. The Designated Representative is authorized to execute the Bond Purchase Agreement on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

(c) *Procedure for Competitive Sale.* If the Designated Representative determines that a Series of the Bonds is to be sold by competitive sale, the Designated Representative shall cause the preparation of an official notice of bond sale setting forth parameters for the Final Terms and any other bid parameters that the Designated Representative deems appropriate consistent with this ordinance. Bids for the purchase of each Series of the Bonds shall be received at such time or place and by such means as the Designated Representative directs. On the date and time established for the receipt of bids, the Designated Representative (or the designee of the Designated Representative) shall open bids and shall cause the bids to be mathematically verified. The Designated Representative is authorized to award, on behalf of the City, the winning bid and accept the winning bidder's offer to purchase that Series of the Bonds, with such adjustments to the aggregate principal amount and principal amount per maturity as the Designated Representative deems appropriate, consistent with the terms of this ordinance, and such award shall constitute the Bond Purchase Agreement. The Designated Representative may reject any or all bids submitted and may waive any formality or irregularity in any bid or in the bidding process if the Designated Representative deems it to be in the City's best interest to do so. If all bids are rejected, that Series of the Bonds may be sold pursuant to negotiated sale or in any manner provided by law as the Designated Representative determines is in the best interest of the City, within the parameters set forth in this ordinance.

(d) *Preparation, Execution and Delivery of the Bonds.* The Bonds will be prepared at City expense and will be delivered to the Purchaser in accordance with the Bond Purchase Agreement, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 15. Official Statement; Continuing Disclosure.

(a) *Preliminary Official Statement Deemed Final.* The Designated Representative shall review and, if acceptable to him or her, approve the preliminary Official Statement prepared in connection with each sale of a Series of the Bonds to the public or through a Purchaser as a placement agent. For the sole purpose of the Purchaser's compliance with paragraph (b)(1) of Rule 15c2-12, if applicable, the Designated Representative is authorized to deem that preliminary Official Statement final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary Official Statement that has been approved by the Designated Representative and been deemed final, if applicable, in accordance with this subsection.

(b) *Approval of Final Official Statement.* The City approves the preparation of a final Official Statement for each Series of the Bonds to be sold to the public in the form of the preliminary Official Statement that has been approved and deemed final in accordance with subsection (a), with such modifications and amendments as the Designated Representative deems

necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final Official Statement to the Purchaser if required under Rule 15c2-12. The City authorizes and approves the distribution by the Purchaser of that final official statement to purchasers and potential purchasers of a Series of the Bonds.

(c) *Undertaking to Provide Continuing Disclosure.* If necessary to meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to the Purchaser acting as a participating underwriter for a Series of the Bonds, the Designated Representative is authorized to execute a written undertaking to provide continuing disclosure for the benefit of holders of a Series of the Bonds in substantially the form attached as Exhibit B. The Designated Representative or other proper City official is authorized and directed to adopt, review, amend and implement the City's written procedures to facilitate compliance by the City with this Undertaking.

Section 16. Supplemental and Amendatory Ordinances. The City may supplement or amend this ordinance for any one or more of the following purposes without the consent of any Registered Owners of the Bonds:

(a) To add covenants and agreements that do not materially adversely affect the interests of Registered Owners, or to surrender any right or power reserved to or conferred upon the City.

(b) To cure any ambiguities, or to cure, correct or supplement any defective provision contained in this ordinance in a manner that does not materially adversely affect the interest of the Registered Owners of the Bonds.

Section 17. General Authorization and Ratification. The Designated Representative and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance and to do everything necessary for the prompt delivery of each Series of the Bonds to the Purchaser thereof and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 18. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 19. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Marysville, Washington, at an open public meeting thereof, this \_\_\_\_ day of May, 2018.

---

Mayor

ATTEST:

---

Deputy City Clerk

APPROVED AS TO FORM:

---

Bond Counsel

**PARAMETERS FOR FINAL TERMS OF THE BONDS**

- (a) Principal Amount. The Bonds may be issued in one or more Series and shall not exceed the aggregate principal amount of \$12,600,000.
- (b) Date or Dates. Each Bond shall be dated the Issue Date, which date may not be later than one year after the effective date of this ordinance.
- (c) Denominations, Name, etc. The Bonds shall be issued in Authorized Denominations and shall be numbered separately in the manner and shall bear any name and additional designation as deemed necessary or appropriate by the Designated Representative.
- (d) Interest Rate(s). Each Bond shall bear interest at a fixed rate per annum (computed on the basis of a 360-day year of twelve 30-day months, or such other method that may be set forth in a Bond Purchase Agreement for a direct placement) from the Issue Date or from the most recent date for which interest has been paid or duly provided for, whichever is later. One or more rates of interest may be fixed for the Bonds. No rate of interest for any Bond may exceed 5.00%, and the true interest cost to the City for each Series of the Bonds may not exceed 4.50%.
- (e) Payment Dates. Interest shall be payable at fixed rates semiannually on dates acceptable to the Designated Representative, commencing no later than one year following the Issue Date. Principal payments shall commence on a date acceptable to the Designated Representative and shall be payable at maturity or in mandatory redemption installments, on dates acceptable to the Designated Representative.
- (f) Final Maturity. Each Series shall mature no later than the date that is 21 years after the Issue Date of that Series.
- (g) Redemption Rights. The Designated Representative may approve in the Bond Purchase Agreement provisions for the optional and mandatory redemption of Bonds, subject to the following:
- (1) Optional Redemption. Any Bond may be designated as being (A) subject to redemption at the option of the City prior to its maturity date on the dates and at the prices set forth in the Bond Purchase Agreement; or (B) not subject to redemption prior to its maturity date. If a Bond is subject to optional redemption prior to its

maturity, it must be subject to such redemption on one or more dates occurring not more than 10½ years after the Issue Date.

- (2) Mandatory Redemption. Any Bond may be designated as a Term Bond, subject to mandatory redemption prior to its maturity on the dates and in the amounts set forth in the Bond Purchase Agreement.

(h) Price.

The purchase price for each Series of the Bonds may not be less than 98% or more than 125% of the stated principal amount of that Series, and the underwriters' discount may not exceed 2% of the stated principal amount of that Series.

(i) Section 265(b)(3) Designation.

Pursuant to Section 12(c) of this ordinance, the Designated Representative may designate any qualifying Series of the Bonds as "qualified-tax exempt obligations" for purposes of Section 265(b)(3) of the Code.

(j) Other Terms and Conditions.

- (1) A Series of the Bonds may not be issued if it would cause the indebtedness of the City to exceed the City's legal debt capacity on the Issue Date.

- (2) The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement; and may accept such additional terms, conditions and covenants as he or she may determine are in the best interests of the City, consistent with this ordinance.

**[Form of]**  
**UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE**

**City of Marysville, Washington**  
**Limited Tax General Obligation Bonds, 2018**

The City of Marysville, Washington (the “City”), makes the following written Undertaking for the benefit of holders of the above-referenced bonds (the “Bonds”), for the sole purpose of assisting the Purchaser in meeting the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds. Capitalized terms used but not defined below shall have the meanings given in Ordinance No. \_\_ of the City (the “Bond Ordinance”):

(a) Undertaking to Provide Annual Financial Information and Notice of Listed Events. The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

- (i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b)(i) (“annual financial information”);
- (ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City, as such “Bankruptcy Events” are defined in Rule 15c2-12; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.



- (iii) Timely notice of a failure by the City to provide the required annual financial information described in paragraph (b)(i) on or before the date specified in paragraph (b)(ii).
- (b) Type of Annual Financial Information Undertaken to be Provided. The annual financial information that the City undertakes to provide in paragraph (a):
  - (i) Shall consist of (1) annual financial statements prepared (except as noted in the financial statements) in accordance with generally accepted accounting principles applicable to local governmental units of the State such as the City, as such principles may be changed from time to time; (2) principal amount of general obligation bonds outstanding at the end of the fiscal year described in the filed financial statements; and (3) [other potential references to specific portions of the Official Statement to be inserted following review of the Official Statement];
  - (ii) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law, commencing with the City's fiscal year ending December 31, 2017; and
  - (iii) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

If not submitted as part of the annual financial information described in paragraph (b)(i) above, the City will provide or cause to be provided to the MSRB audited financial statements, when and if available.

(c) Amendment of Undertaking. This Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, Rating Agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) Beneficiaries. This Undertaking shall inure to the benefit of the City and the holder of each Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) Termination of Undertaking. The City's obligations under this Undertaking shall terminate upon the legal defeasance of all of the Bonds. In addition, the City's obligations under this Undertaking shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of Bond Counsel delivered to the City, and the City provides timely notice of such termination to the MSRB.

(f) Remedy for Failure to Comply with Undertaking. As soon as practicable after the City learns of any failure to comply with this Undertaking, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Undertaking shall constitute a default in respect of the Bonds. The sole remedy of any holder of a Bond shall be to take action to compel the City or other obligated person to comply with this Undertaking, including seeking an order of specific performance from an appropriate court.

(g) Designation of Official Responsible to Administer Undertaking. The Finance Officer or his or her designee is the person designated, in accordance with the Bond Ordinance, to carry out the Undertaking in accordance with Rule 15c2-12, including, without limitation, the following actions:

- (i) Preparing and filing the annual financial information undertaken to be provided in paragraph (a)(i);
- (ii) Determining whether any failure to provide the annual financial information undertaken to be provided in paragraph (a)(i) has occurred and providing any notice undertaken to be provided in paragraph (a)(iii);
- (iii) Determining whether any event specified in paragraph (a) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any notice undertaken to be provided in paragraph (a)(ii) of its occurrence;
- (iv) Determining whether any person other than the City is an “obligated person” within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;
- (v) Selecting, engaging and compensating designated agents and consultants, including but not limited to financial advisors and legal counsel, to assist and advise the City in carrying out this Undertaking; and
- (vi) Effecting any necessary amendment of this Undertaking.

**CERTIFICATION**

I, the undersigned, Deputy City Clerk of the City of Marysville, Washington (the "City"), hereby certify as follows:

1. The attached copy of Ordinance No. \_\_\_\_ (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on May 14, 2018, as that ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication in the City's official newspaper, which publication date is May \_\_, 2018.

3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: May \_\_\_\_, 2018.

CITY OF MARYSVILLE, WASHINGTON

---

Deputy City Clerk